

**CIVIL INVESTIGATIVE DEMAND
SCHEDULE FOR ANSWERS TO WRITTEN INTERROGATORIES
AND PRODUCTION OF DOCUMENTS**

I. DEFINITIONS

As used in this Civil Investigative Demand, the following definitions shall apply:

- A. **“And”** as well as **“or”** shall be construed both conjunctively and disjunctively, as necessary, in order to bring within the scope of any specification in the Schedule all information that otherwise might be construed to be outside the scope of the specification.
- B. **“Any”** shall be construed to include **“all,”** and **“all”** shall be construed to include the word **“any.”**
- C. **“CID”** shall mean this Civil Investigative Demand, the attached Resolutions and the accompanying Schedule, including the Definitions, Instructions, and Specifications.
- D. **“Company”** or **“you”** or **“your”** shall mean GC Services, L.P., its wholly or partially owned subsidiaries, parent companies, unincorporated divisions, joint ventures, partnerships, operations under assumed names, and affiliates, and all directors, officers, partners, employees, agents, consultants, franchisees, advertising agencies, independent distributors, and any other persons working for or on behalf of the foregoing.
- E. **“Document”** shall mean the complete original and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any written, typed, printed, transcribed, filmed, punched, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated or made, including, but not limited to, any advertisement, book, pamphlet, periodical, contract, correspondence, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minute, code book, or label. **“Document”** shall also include **Electronically Stored Information**.
- F. **“Each”** shall be construed to include **“every,”** and **“every”** shall be construed to include **“each.”**
- G. **“Electronically Stored Information”** or **“ESI”** shall mean the complete original and any non-identical copy (whether different from the original because of notations, different metadata, or otherwise), regardless of origin or location, of any electronically created or stored information, including, but not limited to, electronic mail, instant messaging, videoconferencing, and direct connections or other electronic correspondence (whether active or deleted), word processing files, spreadsheets, databases, and sound recordings,

whether stored on cards, magnetic or electronic tapes, disks, computer files, computer or other drives, cell phones, Blackberry, PDA, or other storage media, and such technical assistance or instructions as will transform such ESI into a reasonably usable form.

- H. **“FTC”** or **“Commission”** shall mean the Federal Trade Commission.
- I. **“Identify”** or the **“identity of”** shall be construed to require identification of (a) natural persons by name, title, present business affiliation, present business address and telephone number or, if a present business affiliation or present business address is not known, the last known business and home addresses; and (b) businesses or other organizations by name, addresses, identities of natural persons who are officers, directors, or managers of the business or organization, and contact persons, where applicable.
- J. **“Product(s)”** shall mean all products, including but not limited to, digital products, dietary supplements, herbal formulas or teas, teeth whiteners, colon cleansers, or skin creams manufactured or marketed by Jesse David Willms, and any individual or company affiliated with Jesse David Willms, including but not limited to, Mark Adamson; Szymon Keidyk; Nolan Parquette; Nolan Smits; Mike Stefaniuk; Peter Graver; Kevin Bazinet; Curt Middleton; Joshua Tomlinson; Evelyn Canonizado Domingo; 1021018 Alberta Ltd., d/b/a Just Think Media, Credit Report America, WuLongsource, and Wuyi Source; 10106363 Alberta Ltd.; JD Media Group, Inc.; Software Wholesale Direct; JDW Media LLC; Coastwest Holdings Ltd.; Farend Services Ltd.; Besiana Investments Ltd.; Genta Holdings Ltd.; Morgana Investments Ltd.; Rivierico Ltd.; Colesdale Ltd.; Brackenfore Ltd.; Gillmap Ltd.; JTMJ Media Ltd.; JDW Media, Inc.; JD Media Corp.; and Pasche Marketing, Inc.
- K. **“Referring to”** or **“relating to”** shall mean discussing, describing, reflecting, containing, analyzing, studying, reporting, commenting, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.
- L. **“Willms”** shall mean Jesse David Willms and any individual or company affiliated with Jesse David Willms, including, but not limited to, Mark Adamson; Szymon Keidyk; Nolan Parquette; Nolan Smits; Mike Stefaniuk; Peter Graver; Kevin Bazinet; Curt Middleton; Joshua Tomlinson; Evelyn Canonizado Domingo; 1021018 Alberta Ltd., d/b/a Just Think Media, Credit Report America, WuLongsource, and Wuyi Source; 10106363 Alberta Ltd.; JD Media Group, Inc.; Software Wholesale Direct; JDW Media LLC; Coastwest Holdings Ltd.; Farend Services Ltd.; Besiana Investments Ltd.; Genta Holdings Ltd.; Morgana Investments Ltd.; Rivierico Ltd.; Colesdale Ltd.; Brackenfore Ltd.; Gillmap Ltd.; JTMJ Media Ltd.; JDW Media, Inc.; JD Media Corp.; and Pasche Marketing, Inc.

II. INSTRUCTIONS

- A. **Confidentiality:** This CID relates to an official, non-public, law enforcement investigation currently being conducted by the Federal Trade Commission. You are requested not to disclose the existence of this CID until you have been notified that the investigation has been completed. Premature disclosure could impede the Commission's investigation and interfere with its enforcement of the law.
- B. **Applicable time period:** Unless otherwise directed in the specifications, the applicable time period for the request shall be from January 1, 2007, through the date of full and complete compliance with this CID.
- C. **Claims of Privilege:** If any material called for by this CID is withheld based on a claim of privilege or any similar claim, the claim must be asserted no later than the return date of this CID. In addition, pursuant to 16 C.F.R. § 2.8A(a), submit, together with the claim, a schedule of the items withheld, stating individually as to each item:
1. the type, specific subject matter, and date of the item;
 2. the names, addresses, positions, and organizations of all authors and recipients of the item; and
 3. the specific grounds for claiming that the item is privileged.

If only some portion of any responsive material is privileged, all non-privileged portions of the material must be submitted. A petition to limit or quash this CID shall not be filed solely for the purpose of asserting a claim of privilege. 16 C.F.R. § 2.8A(b).

- D. **Document Retention:** You shall retain all documentary materials used in the preparation of responses to the specifications of this CID. The Commission may require the submission of additional documents at a later time during this investigation. Accordingly, you should suspend any routine procedures for document destruction and take other measures to prevent the destruction of documents that are in any way relevant to this investigation during its pendency, irrespective of whether you believe such documents are protected from discovery by privilege or otherwise. *See* 15 U.S.C. § 50; *see also* 18 U.S.C. §§ 1505 and 1519.
- E. **Petitions to Limit or Quash:** Any petition to limit or quash this CID must be filed with the Secretary of the Commission no later than twenty (20) days after service of the CID, or, if the return date is less than twenty (20) days after service, prior to the return date. Such petition shall set forth all assertions of privilege or other factual and legal objections to the CID, including all appropriate arguments, affidavits, and other supporting documentation. 16 C.F.R. § 2.7(d).
- F. **Modification of Specifications:** If you believe that the scope of the required search or response for any specification can be narrowed consistent with the Commission's need for documents or information, you are encouraged to discuss such possible modifications,

including any modifications of definitions and instructions, with Kathryn Decker at (206) 220-4486. All such modifications must be agreed to in writing. 16 C.F.R. § 2.7(c).

- G. **Certification:** A responsible corporate officer or duly authorized manager of the Company shall certify that the response to this CID is complete. This certification shall be made in the form set out on the back of the CID form, or by a declaration under penalty of perjury as provided by 28 U.S.C. § 1746.
- H. **Scope of Search:** This CID covers documents and information in your possession or under your actual or constructive custody or control including, but not limited to, documents in the possession, custody, or control of your attorneys, accountants, directors, officers, and employees, whether or not such documents were received from or disseminated to any person or entity.
- I. **Document Production:** You shall produce the documentary material by making all responsive documents available for inspection and copying at your principal place of business. Alternatively, you may elect to send all responsive documents to Eric Setala, Federal Trade Commission, 915 2nd Ave., Ste. 2896, Seattle, WA 98174. Because postal delivery to the Commission is subject to delay due to heightened security precautions, please use a courier service such as Federal Express or UPS. Notice of your intended method of production shall be given by mail or telephone to Mr. Setala at 206-220-4597 at least five days prior to the return date.
- J. **Document Identification:** Documents that may be responsive to more than one specification of this CID need not be submitted more than once; however, your response should indicate, for each document submitted, each specification to which the document is responsive. If any documents responsive to this CID have been previously supplied to the Commission, you may comply with this CID by identifying the document(s) previously provided and the date of submission. In addition, number by page all documents in your submission and indicate the total number of documents in your submission. Also number all media in your submission which contain ESI and indicate the contents of the media.
- K. **Production of Copies:** Unless otherwise stated, legible photocopies may be submitted in lieu of original documents, provided that the originals are retained in their state at the time of receipt of this CID. Further, copies of original documents may be submitted in lieu of originals only if they are true, correct, and complete copies of the original documents; provided, however, that submission of a copy shall constitute a waiver of any claim as to the authenticity of the copy should it be necessary to introduce such copy into evidence in any Commission proceeding or court of law; and provided further that you shall retain the original documents and produce them to Commission staff upon request. A complete copy of each document should be submitted even though only a portion of the document is within the terms of the specification. The document shall not be edited, cut, or expunged and shall include all covering letters and memoranda, transmittal slips,

appendices, tables, or other attachments and all other documents referred to in the document or attachments.

L. **Submission of Electronically Stored Information:** The following guidelines refer to any ESI you submit. But, before submitting any ESI, you must confirm with the FTC that the proposed formats and media types that contain such ESI will be acceptable to the government.

(1) Magnetic and other electronic media types accepted

- (a) CD-R CD-ROMs formatted to ISO 9660 specifications.
- (b) DVD-ROM for Windows-compatible personal computers.
- (c) IDE and EIDE hard disk drives, formatted in Microsoft Windows-compatible, uncompressed data.

Note: Other types of tape media used for archival, backup or other purposes such as 4mm & 8mm DAT and other cassette, mini-cartridge, cartridge, and DAT/helical scan tapes, DLT or other types of media will be accepted only with prior approval.

(2) File and record formats

- (a) E-mail: The FTC accepts MS Outlook PST files, MS Outlook MSG files, and Lotus Notes NSF files. Any other electronic submission of email accepted only with prior approval.
- (b) Scanned Documents: Image submissions accepted with the understanding that unreadable images will be resubmitted in original, hard copy format in a timely manner. Scanned Documents must adhere to the following specifications:
 - (i) All images must be multi-page, 300 DPI - Group IV TIFF files named for the beginning bates number.
 - (ii) If the full text of the Document is available, that should be provided as well. The text should be provided in one file for the entire Document or email, named the same as the first TIFF file of the Document with a *.TXT extension.

Note: Single-page, 300 DPI – Group IV TIFF files may be submitted with prior approval if accompanied by an acceptable load file such as a Summation or Concordance image load file which denotes the appropriate information to allow the loading of the images into a Document

management system with all Document breaks (document delimitation) preserved. OCR accompanying single-page TIFF submissions should be located in the same folder and named the same as the corresponding TIFF page it was extracted from, with a *.TXT extension.

- (c) Other ESI files: The FTC accepts word processing Documents in ASCII text, WordPerfect version X3 or earlier, or Microsoft Word 2003 version or earlier. Spreadsheets should be in MS Excel 2003 (*.xls) version or earlier. Database files should be in MS Access 2003 or earlier. PowerPoint presentations may be submitted in MS PowerPoint 2003 or earlier. Other proprietary formats for PC files should not be submitted without prior approval. Files may be submitted using the compressed ZIP format to reduce size and ease portability. Adobe Acrobat PDF (*.pdf) may be submitted where the normal business practice storage method is PDF.

Note: Database files may also be submitted with prior approval as delimited ASCII text files, with field names as the first record, or as fixed-length flat files with appropriate record layout. For ASCII text files, field-level documentation should also be provided and care taken so that delimiters and quote characters do not appear in the data. The FTC may require a sample of the data to be sent for testing.

(3) Security

- (a) All submissions of ESI to the FTC must be free of computer viruses. In addition, any passwords protecting Documents or files must be removed or provided to the FTC.
- (b) Magnetic media shall be carefully packed to avoid damage and must be clearly marked on the outside of the shipping container:

**MAGNETIC MEDIA – DO NOT X-RAY
MAY BE OPENED FOR POSTAL INSPECTION.**

- M. **Sensitive Personally Identifiable Information:** Unless specifically requested by a specification in this CID, do not produce any Sensitive Personally Identifiable Information (“Sensitive PII”) or Sensitive Health Information (“SHI”) prior to discussing the information with Commission counsel. If any document responsive to a particular specification contains unresponsive Sensitive PII or SHI, redact the unresponsive Sensitive PII or SHI prior to producing the document.

For purposes of these requests, sensitive personally identifiable information includes: an individual’s Social Security number alone; or an individual’s name or address or phone number in combination with one or more of the following: date of birth, Social Security

number, driver's license number or other state identification number, or a foreign country equivalent, passport number, financial account number, credit card number, or debit card number. Sensitive health information includes medical records and other individually identifiable health information relating to the past, present, or future physical or mental health or conditions of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual.

- N. **Information Identification:** Each specification and sub-specification of this CID shall be answered separately and fully in writing under oath. All information submitted shall be clearly and precisely identified as to the specification(s) or sub-specification(s) to which it is responsive.
- O. **Submission of Documents in lieu of Interrogatory Answers:** Previously existing documents that contain the information requested in any written Interrogatory may be submitted as an answer to the Interrogatory. In lieu of identifying documents as requested in any Interrogatory, you may, at your option, submit true copies of the documents responsive to the Interrogatory, provided that you clearly indicate the specific Interrogatory to which such documents are responsive.
- P. **Certification of Records of Regularly Conducted Activity:** A Certification of Records of Regularly Conducted Activity is attached. While the Company is not legally obligated to complete this certification, it will aid in establishing the admissibility of the documents as evidence, if necessary, and may reduce the need to subpoena the Company to testify at future proceedings.

III. SPECIFICATIONS FOR INTERROGATORY RESPONSES

1. State the correct legal name and address of the Company, the date and state of incorporation, and the correct legal names and addresses of all parent, subsidiary, or affiliated businesses or companies, including any joint ventures. Explain the nature of the relationship between the Company and each parent, subsidiary, or affiliated business or company, or joint venture, including any overlapping officers, directors, and/or owners. State the names of each owner, officer, and director and, if the Company is a privately-held corporation, state the name and percentage ownership of each stockholder in the Company.
2. Identify all present and former managers and employees, including contract employees, sub-contractors, and independent contractors who have worked for the Company in connection with providing services to Willms.
3. Identify each person and entity associated with Willms that you have dealt with in connection with providing services to Willms.
4. Identify each address, post office box, or mail drop you have used in connection with providing services to Willms.

5. Identify each phone number and email address you have used in connection with providing services to Willms.
6. Describe each service that you have provided to Willms.
7. State the name of each product or service sold or marketed by Willms for which you have provided services to Willms and, identify the service(s) you have provided for each such product and service.
8. State whether you process refunds to consumers on behalf of Willms.
9. State whether you deal directly with consumers who purchase products or services from Willms.
10. State whether you are authorized by Willms to respond to consumer complaints that refer or relate to the products or services purchased from Willms.
11. State and describe the manner in which you receive compensation for the services you provide to Willms.
12. State and describe how you process consumer complaints about products or services sold by Willms that are directed at the Company. If this process has changed over time, explain how and when those changes took place.
13. Describe the manner in which you process consumer returns of products purchased from Willms.
14. Describe what part if any you play in securing refunds for purchasers of products or services from Willms.
15. Identify documents relating to training received by Company employees, sub-contractors, or independent contractors who call consumers or respond to calls from consumers in connection with providing services to Willms. Specify which of these documents were provided to the Company by Willms.
16. Identify all scripts, including, but not limited to, sales, verification, and rebuttal scripts used by the Company in connection with providing services to Willms. Specify which of these documents were provided to the Company by Willms.
17. Identify the creator of each document identified in response to Interrogatories Nos. 15 and 16.

IV. SPECIFICATIONS FOR DOCUMENTS AND THINGS

Demand is made for the following documents and things:

1. Produce all written agreements, including addendums and attachments, entered into between you and Willms.
2. Produce all documents relating to training received by Company employees, sub-contractors, or independent contractors who call consumers or respond to calls from consumers in connection with providing services to Willms. Specify which of these documents were provided to the Company by Willms.
3. Produce all scripts, including, but not limited to, sales, verification, and rebuttal scripts used by the Company in the course of providing services in connection with products or services sold by Willms. Specify which of these documents were provided to the Company by Willms.
4. Produce all recordings of phone calls with consumers made in connection with providing services to Willms.
5. Produce all documents that refer or relate to the Company's operational policies and procedures.
6. Produce copies of all product-specific materials provided to the Company by Willms.
7. Produce documents sufficient to identify the Company's revenue, gross and net, generated by the services provided to Willms and the individual or company who paid for these services.
8. Produce copies of all complaints you received from any source, including consumers, law enforcement agencies, the Better Business Bureau, or any other third party, including, but not limited to, complaints received by mail, telephone, and email in connection with products or services sold by Willms. Include any notes or computer files generated from telephone complaints.
9. Produce copies of all correspondence that refers or relates to the complaints produced in response to Document Request No. 8.
10. Produce copies of all documents that refer or relate to any communication between you and Willms, including, but not limited to, correspondence, faxes, emails, telephone notes, telephone logs, files, notes handwritten or otherwise, but excluding routine purchase orders and invoices for services rendered.

WILMERHALE

August 26, 2010

Eric Setala
Kathryn C. Decker
Federal Trade Commission
915 2nd Ave., Ste. 2896
Seattle, WA 98174

Andrew D. King

+1 202 863 0748(l)
+1 202 863 6363(l)
andrew.king@wilmerhale.com

Re: Civil Investigative Demand Issued to GC Services L.P. on July 21, 2010

Dear Ms. Decker and Mr. Setala:

On behalf of GC Services L.P., enclosed please find GC Services's response to the above-referenced Civil Investigative Demand ("CID"). The attached document titled, "Specifications for Interrogatory Responses" contains GC Services responses to the requests in section III of the CID.

Also enclosed is a DVD, labeled "GCS_20100826," containing documents numbered GCS-FTC_00000001 through GCS-FTC_00000761, which are responsive to the specifications under section IV of the CID. The documents are arranged in folders corresponding to the specifications to which they are responsive. The file names of the documents have been altered to include a prefix with an identification number for the document and an indication that they contain GC Services confidential business information.

As Mr. Setala and I discussed today, many of the documents responsive to specification 2 are from a web-based environment. GC Services provided the source files for the web environment. The enclosed DVD contains two copies of the folder containing these files. The first copy contains documents with filenames altered as described above. The second contains the documents with the original file names, so as to preserve any cross references between the files.

The material and information contained in, attached to, and submitted with this letter are GC Services confidential business information. GC Services requests the protection of all applicable laws, regulations, and rules of practice, including but not limited to the protections of 15 U.S.C. §§ 46(f), those afforded to competitively sensitive or trade secret information under 16 C.F.R. § 4.10, and those afforded by 16 C.F.R. §§ 4.10, 4.11. GC Services also requests that all of the materials and information submitted with this letter be exempt from any Freedom of Information Act request pursuant to Section 21(f) of the Federal Trade Commission Act, 15 U.S.C. § 57b-2(f), and will be maintained strictly in accordance with the custodial obligations set forth in Section 21(b), 15 U.S.C. § 57b-2(b), as well as all other applicable laws and regulations. In addition, GC Services does not grant the Commission permission to disclose any information relating to this submission to third parties for any purpose. By submitting this letter, GC Services does not waive any privilege or protection.

Wilmer Cutler Pickering Hale and Dorr LLP, 1875 Pennsylvania Avenue NW, Washington, DC 20006
Beijing Berlin Boston Brussels Frankfurt London Los Angeles New York Oxford Palo Alto Welham Washington

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Setala/Decker
August 26, 2010
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Best regards,

A handwritten signature in black ink, appearing to read 'Andrew King', with a stylized, cursive script.

Andrew King

Enclosures

cc: Joe Van Nest
David Medine

US1DOCS 7642698vt

GC Services Confidential Business Information

SPECIFICATIONS FOR INTERROGATORY RESPONSESInterrogatory Specification 1.

State the correct legal name and address of the Company, the date and state of incorporation, and the correct legal names and addresses of all parent, subsidiary, or affiliated businesses or companies, including any joint ventures. Explain the nature of the relationship between the Company and each parent, subsidiary, or affiliated business or company, or joint venture, including any overlapping officers, directors, and/or owners. State the names of each owner, officer, and director and, if the Company is a privately-held corporation, state the name and percentage ownership of each stockholder in the Company.

Response:

GC Services Limited Partnership is a privately-held Delaware limited partnership formed in October 1987 and formerly held by its predecessor company GC Services Corporation, which was founded in 1957. The Limited Partnership is comprised of the following:

GC Financial Corp ("GCFC")
Managing General Partner 5%

DLS Enterprises Inc. ("DLSEI")
General Partner 1%

DLS Enterprises Holdings, Limited Liability Corporation ("DLSEH")
Limited Partner 94%

GCFC and DLSEI are owned by certain trust for the benefit of [REDACTED] under Guardianship, and certain charitable trusts. DLSEH is held by DLSEI.

Interrogatory Specification 2.

Identify all present and former managers and employees, including contract employees, sub-contractors, and independent contractors who have worked for the Company in connection with providing services to Williams.

Response:

[REDACTED], Vice President Operations

[REDACTED] Vice President Marketing

[REDACTED] Project Manager

[REDACTED] Vice President Information Technology

[REDACTED] Vice President Treasury

See document produced as GCS-FTC_00000001 for additional employees.

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GC Services Confidential Business Information

Interrogatory Specification 3.

Identify each person and entity associated with Willms that you have dealt with in connection with providing services to Willms.

Response:

Jesse Willms

Reid Hosford

Nolan Paquette

Hernan Ortegon-Rico

Nancy Carr

Phyllis Plester

Rajeev Aluja

<rajeevahu@hotmail.com>

Rajeev-Nethuesindia

<rajeev@nethuesindia.com>

Sameer Ahmed

<sameer@justthinkmedia.com>

Barbara Newell

<barbara@justthinkmedia.com>

Nancy Last

<nancy@justthinkmedia.com>

Hernan Ortegon-Rico

<hernan@justthinkmedia.com>

780.716.3415 Direct

780.416.0244 Office

780.416.0218 Fax

Nancy Carr

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GC Services Confidential Business Information

<nancy@justthinkmedia.com>
Office: 780-416-0211
Fax: 780-416-0218

Mike Stef

<mike@justthinkmedia.com>
<mstef@live.ca>
780.906.0371 Mobile
780.416.0244 Office
780.416.0218 Fax

Szymon Kiedyk, VP, Marketing

<simon@justthinkmedia.com>
403.708.3519 direct
780-416-0211 office
780.416.0218 fax
BlackBerry Messenger: 2088592A

Interrogatory Specification 4.

Identify each address, post office box, or mail drop you have used in connection with providing services to Willms.

Response:

JustTHINKMedia, 11 Athabasca Ave., Sherwood Park, Alberta Canada T8A 6H2

Just THINK Media, 85 Cranford Way, Suite 204, Sherwood Park, Alberta, Canada T8H 0H9

Address for Physical Products: Product Name USA, 3600 Army Post Road Distribution, Des Moines, IA 50321

Return Address for United States of America: Product Name USA, 22100 E. 26th Ave. #100, Aurora, CO 80019

Return Address for Canada: Product Name CANADA, 1725 McPherson Court, Pickering, Ontario, Canada L1W3H9

Return Address for AUSTRALIA: Product Name AUSTRALIA, PO Box 4440, Milperra, BC NSW 1891

Return Address for NEW ZEALAND: Product Name NEW ZEALAND, PO Box 210014, Laurence Stevens Drive, Manukau 2154

Return Address for UK: Product Name UNITED KINGDOM, UK Returns, PO Box 1417, Bedford, MK41-5AL

Interrogatory Specification 5.

5. Identify each phone number and email address you have used in connection with providing services to Willms.

JTM office 780.416.0244

Willms 780.498.1642

Hernan office 780.416.0211

Hernan cell 780.716.3415

See Response to Interrogatory Specification 3 above for additional information

Telephone Numbers Agents Offered and Products Used:

Acai Site	888-591-2190
Accesscleans	866-847-7649
Beutyclub	866-847-7659
Cleanseaid-MC-Ultracleanseplus	877-556-3506
Colonclear-Visa- Acai, Ultracleanse	877-482-5723
Detoxslimcs.Com-Visa-Acaislim	888-558-8470
Leanbodysupp-Mc-Force Max	888-779-5312
Maxforce-Visa-Acai, Colon	877-594-7828
Muclecharger Site	888-948-5639
Musclebuild-MC-Muscle Charger	888-676-4130
Premium White Tray	866-843-7617
Premiumwhitepro.Com	866-528-6214
Purelift-Visa-Pure Lift	866-989-1157

GC Services Confidential Business Information

Resveratrol-Visa-Resv	866-521-6205
Resvsupp-MC-Resv	877-690-4813
Skincream-Mc-Purelift	888-591-2197
Smilebright-Visa-Teeth	877-594-7850
Teethtraykit-MC-Vibrant smile	877-482-5017
Ultra Upsell	866-543-6497
Ultracleanseplus.Com	866-532-6369
Vibrant smile.Com	888-332-4681
Visa-Musclechrgcs.Com-Muscle Charger	888-227-2950
Weightsupp-MC-Acaislim	877-690-4990
Whitesmilepen-MC- Premium White	800-659-3588
Whiteteeth-Visa-Tray Upsell	866-989-3774
Acaiberrycleanseultra.Com	888-433-4416
Acaiburn.Com	866-989-8945
Dazzlewhite.Com	866-989-2686
Purecleansepro.Com	866-989-8946
Pureliftpro.Com	866-989-2690
Beautypack	888-868-7512
Ezbeauty	866-797-7348
Healthsmile	866-825-7477
Pristinehlth	888-676-4122
Ultrifreashwell	888-948-5508
Vibrantbeauty	866-823-7411

GC Services Confidential Business Information

Wellbhealth	866-796-7336
Whiteteeth	866-796-7318
Youthsupp	866-808-7326

Interrogatory Specification 6.

Describe each service that you have provided to Willms.

Response:

- Inbound Calls
- Outbound Calls: These calls were made to verify the order was actually made by the customer of record. A "welcome" script was read if the customer was willing to listen.
- Product Cancellations for health and beauty products from customers who had subscribed via internet/phone who then wished to cancel their subscription.
- Membership maintenance: Managed customers accounts by updating customer information or adding/deleting accounts due to customer or system errors
- Refunds: Customer requested refunds due to cancellations or dissatisfaction with products, which were requested through JTM Admin System.
- Billing Inquiry / Via Fax Service: Customers sent requests via fax, usually including their credit card statements, and requests for refunds were made through JTM Admin System
- Product Tracking (through USPS website): Advised customer of current status of delivery and ETA
- Complaints regarding Company and Products : CSR listened to customer complaints and notated account as appropriate according to JTM guidelines.
- Escalations: Complaints were escalated to JTM according to JTM guidelines if the customer was threatening lawsuit (via email address) or complaint to AG office (took customer information and escalated to JTM). GC Services had no escalation resolution authority.

Interrogatory Specification 7.

State the name of each product or service sold or marketed by Willms for which you have provided services to Willms and identify the service(s) you have provided for each such product and service.

Response:

Products and Telephone Numbers Agents Offered:

GC Services Confidential Business Information

Acai Site	888-591-2190
Accesscleans	866-847-7649
Beutyclub	866-847-7659
Cleanseaid-MC-Ultracleanseplus	877-556-3506
Colonclear-Visa- Acai, Ultracleanse	877-482-5723
Detoxslims.Com-Visa-Acaislim	888-558-8470
Leanbodysupp-Mc-Force Max	888-779-5312
Maxforce-Visa-Acai, Colon	877-594-7828
Muclecharger Site	888-948-5639
Musclebuild-MC-Muscle Charger	888-676-4130
Premium White Tray	866-843-7617
Premiumwhitepro.Com	866-528-6214
Purelift-Visa-Pure Lift	866-989-1157
Resveratrol-Visa-Resv	866-521-6205
Resvsupp-MC-Resv	877-690-4813
Skincream-Mc-Purelift	888-591-2197
Smilebright-Visa-Teeth	877-594-7850
Teethtrayldt-MC-Vibrantsmile	877-482-5017
Ultra Upsell	866-543-6497
Ultracleanseplus.Com	866-532-6369
Vibrantsmile.Com	888-332-4681
Visa-Musclechrgcs.Com-Muscle Charger	888-227-2950
Weightsupp-MC-Acaislim	877-690-4990

GC Services Confidential Business Information

Whitesmilepen-MC- Premium White	800-659-3588
Whiteteeth-Visa-Tray Upsell	866-989-3774
Acaiberrycleanseultra.Com	888-433-4416
Acaiburn.Com	866-989-8945
Dazzlewhite.Com	866-989-2686
Purecleansepro.Com	866-989-8946
Pureliftpro.Com	866-989-2690
Beautypack	888-868-7512
Ezbeauty	866-797-7348
Healthsmile	866-825-7477
Pristinehlth	888-676-4122
Ultrifreashwell	888-948-5508
Vibrantbeauty	866-823-7411
Wellbhealth	866-796-7336
Whiteteeth	866-796-7318
Youthisupp	866-808-7326

Interrogatory Specification 8.

State whether you process refunds to consumers on behalf of Willms.

Response:

Yes, via JTM Admin System.

Interrogatory Specification 9.

State whether you deal directly with consumers who purchase products or services from Willms.

Page 9 of 11

GC Services Confidential Business Information

Response:

Yes.

Interrogatory Specification 10.

State whether you are authorized by Willms to respond to consumer complaints that refer or relate to the products or services purchased from Willms.

Response:

GC Services was authorized to cancel product subscriptions and to process requests for refunds via JTM's Admin System. It was also authorized to respond to inquiries regarding billing. GC Services had no authority to respond to complaints about the quality of the product or service.

Interrogatory Specification 11.

State and describe the manner in which you receive compensation for the services you provide to Willms.

Response:

[REDACTED]

Interrogatory Specification 12.

State and describe how you process consumer complaints about products or services sold by Willms that are directed at the Company. If this process has changed over time, explain how and when those changes took place.

Response:

Consumer calls were routed to the GC Services Call Center through JTM's system. The calls were processed and each consumer issue would be handled per JTM process. Resolution of the issue would be noted on the JTM system.

If the consumer complaint concerned the quality of the product, we referred the consumer to the customer service online chat. If the consumer complaint involved a reference to the Attorney General or a credit card chargeback, appropriate refunds were authorized. If the consumer complaint concerned billings, research was done and GC Services was authorized refunds appropriate amounts via JTM's processes and made notations.

Interrogatory Specification 13.

Describe the manner in which you process consumer returns of products purchased from Willms.

Response:

Returns were handled by JTM through the distribution companies. GC Services handled refunds or adjustments through notations on the JTM system.

Interrogatory Specification 14.

Describe what part if any you play in securing refunds for purchasers of products or services from Willms.

Response:

If a consumer complaint concerned billings and refunds for purchasers of products or services, research was done into the customer's complaint and the history of their billing. GC Services was authorized to make the appropriate refunds through JTM's processes. GC Serviced entered notations via JTM's Admin System.

Interrogatory Specification 15.

Identify documents relating to training received by Company employees, sub-contractors, or independent contractors who call consumers or respond to calls from consumers in connection with providing services to Willms. Specify which of these documents were provided to the Company by Willms.

Response:

JTM provided limited training materials for the project. Those training materials became obsolete and GC Services relied upon its own training based on the project parameters.

Interrogatory Specification 16.

Identify all scripts, including, but not limited to, sales, verification, and rebuttal scripts used by the Company in connection with providing services to Willms. Specify which of these documents were provided to the Company by Willms.

Response:

GC Services had many changed, updated scripts provided. All suggested scripts originated from Willms and were tested and modified for CSR use by GC Services. GC Services did not engage in sales.

See script files produced in response to the requests for documents.

Interrogatory Specification 17.

Identify the creator of each document identified in response to Interrogatories Nos. 15 and 16.

Response:

JTM created the documents, which required modification for phone use. All scripts were created by Hernan Ortegon-Rico, Nancy Carr and Mike Stef without GC Services's knowledge of their

individual contributions. Nancy Carr and a GC Services manager collaborated to modify the documents prior to implementation with CSRs.

WILMERHALE

VIA EMAIL

April 11, 2011

Eleanor Durham
Federal Trade Commission
915 2nd Ave., Ste. 2896
Seattle, WA 98174

Andrew D. King

+1 202 663 6748(t)
+1 202 663 6363(f)
andrew.king@wilmerhale.com

Re: Civil Investigative Demand Issued to GC Services L.P. on July 21, 2010

Dear Ms. Durham:

On behalf of GC Services L.P., enclosed please find information and documents responsive to the above-referenced Civil Investigative Demand ("CID"). GC Services originally responded to the CID in August and September 2010, producing responsive documents and responding to interrogatories. In March 2011, you requested that GC Services provide previously produced scripts in an alternate format. In assembling the documents as you requested, GC Services identified additional responsive documents. Please find attached the additional documents numbered GCS-FTC_00000852 through GCS-FTC_00001121, as we discussed last week.

The documents are instant messages from the files of [REDACTED] GC Services' Quality and Training Manager, El Paso (numbered GCS-FTC_0000852 through GCS-FTC_0001065) and [REDACTED] GC Services' Operations Manager, El Paso, Texas (numbered GCS-FTC_0001066 through GCS-FTC_0001121), responsive to Specification 10 of the document request section of the CID. They either contain, or relate to, communications with Willms (as defined in the CID). The files were originally in .xml format, but have been converted to .pdf format for your convenience. Below are the original filenames:

- GCS-FTC_00000852-853: "mstef2248775413.xml"
- GCS-FTC_00000854: "nancy2675227518.xml"
- GCS-FTC_00000855-1059: "nancycustomercare892607544.xml"
- GCS-FTC_00001060-1065: "Rajeev_nethues1821045123.xml"
- GCS-FTC_00001066-1094: [REDACTED] 893683905.xml"
- GCS-FTC_00001095-1121: "nancycustomercare892607544.xml"¹

The material and information contained in, attached to, and submitted with this letter are GC Services confidential business information. GC Services requests the protection of all applicable laws, regulations, and rules of practice, including but not limited to the protections of 15 U.S.C.


¹ Please note that documents numbered GCS-FTC_00000855 through GCS-FTC_00001059 and GCS-FTC_00001095 through GCS-FTC_00001121 have the same original file name, but are different documents. The former is from the files of [REDACTED] and the latter is from [REDACTED] files.

WILMERHALE

Durham
April 11, 2011
Page 2

§ 46(f), those afforded to competitively sensitive or trade secret information under 16 C.F.R. § 4.10, and those afforded by 16 C.F.R. §§ 4.10, 4.11. GC Services also requests that all of the materials and information submitted with this letter be exempt from any Freedom of Information Act request pursuant to Section 21(f) of the Federal Trade Commission Act, 15 U.S.C. § 57b-2(f), and will be maintained strictly in accordance with the custodial obligations set forth in Section 21(b), 15 U.S.C. § 57b-2(b), as well as all other applicable laws and regulations. In addition, GC Services does not grant the Commission permission to disclose any information relating to this submission to third parties for any purpose. By submitting this letter, GC Services does not waive any privilege or protection.

Best regards,



Andrew King

Enclosures

cc: Joe Van Nest
David Medine

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JUST THINK MEDIA

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**AGREEMENT FOR THE PROVISION OF
CUSTOMER CARE SERVICES**

BY

GC SERVICES LIMITED PARTNERSHIP

0596-509-448-1

**AGREEMENT FOR THE PROVISION OF
CUSTOMER CARE SERVICES**

This Agreement ("Agreement") is effective this 23rd day of February, 2009 (the "Effective Date"), by and among JustTHINK Media ("Client"), and GC SERVICES LIMITED PARTNERSHIP ("GC").

RECITALS

WHEREAS, pursuant to its administration duties, Client desires to retain GC to perform certain call center services and GC agrees to provide such services to Client according to the terms of this Agreement;

THEREFORE, IN CONSIDERATION of the mutual promises and obligations contained in this Agreement, the parties agree as follows:

**ARTICLE I
TERM**

Section 1.1 This Agreement will commence on the Effective Date and will continue in full force and effect for three years with two additional one-year renewals unless Client or GC gives the other 90 days written notice of its intention not to exercise an extension, or this Agreement is otherwise terminated as provided herein.

**ARTICLE II
SCOPE OF SERVICES**

Section 2.1 GC will provide Client with telephonic customer service activities ("Call Center Services") for this administration under the terms set forth in Schedule A to this Agreement, a true and accurate copy of which is attached hereto and is incorporated herein by this reference for all purposes.

- (a) Management. GC will provide all necessary management personnel on site during all hours of operation to support the Call Center Services required under this Agreement.
- (b) Services. GC shall provide services through its employees and other personnel to provide Call Center Services to Client as follows:
 - (i) GC shall be solely responsible for all aspects of providing personnel to perform such Call Center Services under this Agreement as set forth in Schedule B, a true and accurate copy of which is attached hereto and is incorporated herein by this reference for all purposes.
 - (ii) GC personnel shall perform Call Center Services according to policies and procedures as mutually agreed-upon by the parties. At or prior to the Effective Date of this Agreement, Client shall provide GC with current documentation of Client's policies and procedures relating to their Call Center Services operation, and training

materials. Policies and procedures may be supplemented or modified upon notice to GC, and GC will implement any agreed upon changes as soon as practicable. To the extent that such changes to the Call Center Services, policies or procedures will result in increased costs to GC, the parties shall negotiate in good faith to make corresponding changes to the pricing provisions of the Call Center Services. GC shall provide relevant technical and professional advice to assist Client in establishing policies that maximize the effectiveness of the Call Center Services operation, consistent with applicable legal and ethical constraints. Client shall be responsible to ensure that any required policies, procedures or training materials provided are compliant with all applicable existing laws and regulations. Additionally, Client shall be responsible for monitoring the applicable laws and regulations with respect to such policies, procedures and training materials and timely providing updates to such to be incorporated into the Call Center Services.

- (iii) GC shall be solely responsible for all compensation and benefits paid to its management and staff personnel. Client shall not pay for GC staff hours unless those hours are spent solely devoted to support Client work and have been agreed to in writing prior to work being performed.
- (c) Training. All associated costs with training (trainers, materials, support infrastructure, etc.) are included in this rate.

ARTICLE III FACILITIES, EQUIPMENT, DATABASES AND SOFTWARE

Section 3.1 GC shall perform the Call Center Services at El Paso, Texas or at such other location mutually agreed-upon by the parties (the "Facility").

Section 3.2 GC shall be responsible for providing all office and clerical supplies necessary to support performance under this Agreement.

Section 3.3 Client will provide GC with access to Client's informational databases which Client deems necessary to the provision of Call Center Services under this Agreement. Such access by GC personnel shall be limited in use to the performance of the Call Center Services, and shall be subject to the Confidentiality provisions in Article VII and the other provisions of this Agreement. Ownership of any databases and/or documentation or software used to access the databases or documentation provided by Client to GC hereunder, shall remain the property of Client (including any copyrights, trade secrets or other intellectual property rights).

Section 3.4 GC shall not make software modifications to software owned or licensed by Client. GC shall provide all necessary service and support for personal computer software installed in personal computers located at the Facility.

Section 3.5 Client and GC have developed (either individually, jointly or through a third party) initial training and training materials that may be used by GC to perform its obligations under this Agreement. Client training materials, as well as other administration-specific material that contains references to Client products, services, Clients, and systems, are and remains Client's property.

**ARTICLE IV
COMPENSATION**

Section 4.1 Client will compensate GC for its services under this Agreement in accordance with the terms set forth in Schedule C, a true and accurate copy of which is attached hereto and is incorporated herein by this reference for all purposes.



GC shall bear all taxes and other charges imposed on GC as a result of GC's delivery of Services under this Agreement, including but not limited to any income or franchise tax imposed upon GC. Client shall bear all sales taxes and other similar charges imposed on Client as a result of its receipt of Services under this Agreement.

**ARTICLE V
REPORTING AND AUDIT RIGHTS**

Section 5.1 In the event that any regulatory or governmental body audits GC's or Client's operations, and as a result of such audit records and/or source documents relating to the Call Center Services performed by GC for Client are ordered disclosed to such body, GC and Client agree to cooperate fully with such body to protect both parties' rights and interests in the regulatory or governmental audit.

**ARTICLE VI
TERMINATION**

Section 6.1 Either party may terminate this Agreement for cause for breach by the other party of any material provision of this Agreement, provided that written notice of such breach has been given to the breaching party and such breach has not been cured within thirty (30) days after receipt of such notice. Either party may terminate this agreement by giving the other party at least thirty (30) days prior written notice of the date of termination.

**ARTICLE VII
CONFIDENTIALITY/PROPRIETARY INFORMATION**

Section 7.1 The parties agree that as used herein any and all "Confidential Information" and "Proprietary Information" shall mean any non public, confidential and proprietary information identified by one party (the "Providing Party") to the other party (the "Receiving Party") and the following information.

- (a) With respect to any person, entity, information, no matter how communicated or embodied, relating to such person or entity's past, present or future personal business activities and or financial information, and customer/Client lists;
- (b) With respect to either Party's policies, procedures and or operations, no matter how

communicated or embodied; and

- (c) Relating to this Agreement or the performance there under including customers/Clients and training materials.

The Parties agree that all other materials specifically designated by the Providing Party as confidential or proprietary furnished by the Providing Party to the Receiving Party or disclosed to the Receiving Party in the course of this Agreement shall remain the property of the Providing Party. Any Confidential Information or Proprietary Information independently developed by GC, its employee(s), agent(s) or representative(s) will remain the property of GC.

Both Parties agree that Confidential or Proprietary Information received will not be used in any way other than in connection with this Agreement and that Confidential or Proprietary Information will be kept confidential by Receiving Party and its respective directors, agents, employees and authorized representatives (to whom such Confidential Information may be disclosed only on a need-to-know basis), and shall not, except herein provided, be disclosed by either party or its directors, agents, employees or representatives without the consent of the Providing Party.

The Parties agrees not to reveal, disclose, divulge, sell, license, exchange, lease or in any other way transfer the Providing Party's Confidential Information to any third party. The Receiving Party shall not use the Providing Party's Confidential Information for any purposes other than the services to be performed hereunder without prior express written permission of the Providing Party and shall limit its copying of Confidential or Proprietary Information to such purposes and shall not disclose any Confidential or Proprietary Information to anyone except personnel to whom such disclosure is necessary to carry out the purposes of this Agreement. All such personnel shall be appropriately notified that any such disclosure to them is made in confidence and shall be held in confidence. In the event any Confidential or Proprietary Information must be disclosed to a third person for the purpose of allowing GC to provide the services hereunder, GC shall, prior to disclosure, obtain Client's written permission and if permission is granted, shall obtain from the third person a written agreement regarding the confidentiality and specific use of Client's Confidential Information, the terms of which shall be substantially identical to those contained herein. GC shall forward a copy of such third person's nondisclosure agreement to Client upon written request.

Section 7.2 The provisions of Paragraph 7.1 above shall not apply to information that was previously known free of any obligation to keep it confidential or information that is or has been disclosed in the public domain, through no fault of the receiving party, by third persons who are under no obligation of confidence to either Client or GC. Either Party may disclose confidential information if obligated by Court order or governmental process after providing Client with prior notice that confidential information is being sought by legal process.

Section 7.3 All of Providing Party's Confidential Information in the possession of Receiving Party along with any copies as may be authorized herein, shall be returned to Providing Party or destroyed, as permitted by court order or at a mutually agreeable time.

Section 7.4 Client agrees that all Confidential or Proprietary Information communicated to Client by GC, whether before or after the date hereof, shall be and was received in strict confidence, shall be used only for the purposes of this Agreement or as otherwise contemplated by this Agreement,

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and that none of GC's Confidential or Proprietary Information shall be disclosed by Client without the prior written consent of GC, except as may be necessary because of legal, accounting or regulatory requirements beyond the reasonable control of Client. Upon any such event, Client shall promptly notify GC. Upon GC's request after expiration or termination of this Agreement, Client shall destroy or return promptly to GC all of GC's Confidential or Proprietary Information in Client's possession, and certify in writing to GC their compliance with this sentence. This Paragraph will be subject to the exceptions set forth in Paragraph 7.2. GC's Confidential or Proprietary Information shall include but not be limited to all information concerning the details of the employment relationship between GC and its employees, including but not limited to salary, benefits and bonuses, and Client will not inquire with or interview GC employees regarding GC's Confidential or Proprietary Information.

Section 7.5 The parties agree that monetary damages for breach of obligations under this Paragraph only may not be adequate and that the non-breaching party may be entitled to injunctive relief with respect thereto in addition to any monetary damages.

ARTICLE VIII INTELLECTUAL PROPERTY/USE OF MARKS

Section 8.1 Except as expressly provided in this Agreement, nothing in this Agreement shall be deemed to grant a party any license, sublicense, copyright interest, proprietary right or other claim against or interest in the other party's or the defendant company's copyrights, patents, or other intellectual property.

Section 8.2 Except as provided in this Agreement, neither party will use, or permit their respective employees, agents and subcontractors to use, the trademarks, service marks, logos, trade names or other proprietary designations of the other party or the defendant company, or their affiliates or Clients, whether registered or unregistered, without such other party's prior written consent.

Section 8.3 Each party represents and warrants that any materials, systems, processes and services provided by a party, its affiliates and their agents and the normal use by either party in performing its obligations pursuant to this Agreement shall not infringe upon any patent, copyright, trade mark, service mark, mask work, or other protected intellectual property right of any third party.

ARTICLE IX RELATIONSHIP OF THE PARTIES

Section 9.1 The parties' relationship to each other in the performance of this Agreement is that of independent contractors. Nothing contained in this Agreement will place the parties in the relationship of partners, joint venturers, principal-agent, or employer/employee, and neither party will have any right to obligate or bind the other in any manner whatsoever nor represent to third parties that it has any right to enter into any binding obligation on the other's behalf.

Section 9.2 It is expressly understood, acknowledged and agreed that the GC employees and other GC personnel providing service hereunder are employees and/or agents of GC and not of Client for any and all purposes, including, but not limited to, the payment of all salaries, wages, benefits, unemployment insurance, workers compensation insurance, taxes, FICA and FUTA withholding, and

other amounts due said employees or personnel).

Section 9.3 GC shall indemnify and hold harmless Client, its officers, directors, agents, Clients, representatives, employees, affiliates, predecessors, successors and assigns, from any and all liability to third parties including damages, and expenses, reasonable attorneys' fees actually incurred, on account of death or injury to any person or damage to any property, arising from (i) a breach by GC of its obligations under this Agreement, except to the extent caused by Client's negligence or knowing misrepresentation by Client personnel, (ii) the acts, errors, representations, misrepresentations, or negligence of GC, its employees, or agents or (iv) violation by GC of a third party's trade secrets, proprietary information, trademarks, copyright or patent rights in connection with the performance of services under this Agreement. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity shall survive delivery and acceptance of the Services.

Client agrees to indemnify, defend and hold harmless GC, its general partners, subsidiaries, affiliates, employees, agents and assigns from any and all liability to third parties (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including reasonable attorneys fees) arising from (i) a breach by Client of its obligations under this Agreement, (ii) the acts, errors, representations, misrepresentations, or negligence of Client, its employees, or agents, (iii) GC's compliance with any policy, procedure, instructions, scripts or training materials specifically established by Client, (iv) violation by Client of a third party's trade secrets, proprietary information, trademarks, copyright or patent rights in connection with the performance of services under this Agreement or (v) any infringement of any patent, copyright, trade mark, service mark, mask work, or other protected intellectual property right resulting from Agency's receipt or normal use of materials, systems, processes and services provided by Client, its affiliates and their agents. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity shall survive delivery and acceptance of the Services.

In no event shall either party be liable to the other, whether a claim in tort, contract or otherwise, for any consequential, lost profit, special, incidental, exemplary, or similar damages that such party, its employees, agents or assigns, may suffer which are caused by or determined to be the result of performance or nonperformance of this Agreement or finally determined to have resulted from the willful misconduct or fraudulent behavior of either party relating to this Agreement.

Section 9.4 From the Effective Date until one (1) year after termination of this Agreement neither party shall directly or indirectly solicit or seek to procure (other than by general advertising), without the prior consent of the other party, (i) in the case of Client, the employment of GC's employees engaged in the provision of the Services during the period they are so engaged and for one (1) year thereafter, and (ii) in the case of GC, Client's employees engaged in the performance of Client's obligations hereunder or the receipt of Services hereunder during the period they are so engaged and for one (1) year thereafter. This requirement may be waived only by a written waiver notice signed by the Party making such waiver. A Party will be reimbursed by the other Party for the equivalent of 1 year's base salary for any of such Party's personnel that are hired by the other Party in conflict with this provision 9.4.

**ARTICLE X
RECORDKEEPING**

Section 10.1 GC will maintain complete and accurate records, in a form in accordance with prudent accounting principles, to substantiate the charges hereunder. GC agrees to retain such records for one (1) year from the date of the final payment of the charges hereunder. Client will have access to such records for the purposes of audit during normal business hours and with reasonable notice during the term of this Agreement and during the period in which GC is required to maintain such records as herein provided.

**ARTICLE XI
PUBLICITY**

Section 11.1 Neither party nor any of its subcontractors or agents shall, without the prior written consent of the other party, make any news release or public announcements, confirmation or denial, with respect to the existence or the terms and conditions of all or any part of this Agreement or any discussions or negotiations culminating hereunder; provided, however, that GC may include the name of Client in a customer list or in a list of references with respect to teleservices activity.

**ARTICLE XII
GOVERNING LAW**

Section 12.1 This Agreement, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of the State of Texas.

**ARTICLE XIII
FORCE MAJEURE**

Section 13.1 Neither party shall be liable or deemed to be in default under this Agreement for any delay or failure to perform resulting from (i) accidents, fire, acts of nature or other causes beyond its reasonable control and without its fault or negligence, (ii) acts or omissions of the other party, or (iii) compliance with any law, regulation, ruling, order or requirement of any federal, state or municipal government or department or agency or court of competent jurisdiction. Any delay resulting therefrom shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

**ARTICLE XIV
ASSIGNMENT**

Section 14.1 This Agreement may not be assigned by any party by operation of law, or otherwise, except with the prior written consent of the other party, such consent not to be unreasonably withheld.

Section 14.2 Notwithstanding Section 16.1, Client may assign this Agreement, in whole or in part, to (i) a parent corporation; (ii) any company into which Client may merge or consolidate or which acquires substantially all of their assets or stock; or (iii) a wholly owned affiliate of the parent corporation which is of a financial standing equal to or greater than that of the assignor. GC reserves

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JUST THINK MEDIA

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the right to terminate this Agreement if it determines that such assignment to a third party shall create an act of default between GC and another Client.

ARTICLE XV SEVERABILITY

Section 15.1 If any part of this Agreement proves to be invalid or unenforceable for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid or unenforceable provision had not been a part thereof, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE XVI WAIVER

Section 16.1 Failure on the part of any party to complain of any act or failure to act of any other party or to declare any party in default, irrespective of the duration of such failure, will not constitute a waiver of rights hereunder. No waiver hereunder will be effective unless it is in writing and executed by the party waiving the breach or default.

ARTICLE XVII THIRD PARTY BENEFICIARIES

Section 17.1 This Agreement shall not provide any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or other right in addition to those existing without reference to this Agreement.

ARTICLE XVIII NOTICES

Section 18.1 Any notice to be given by the parties must be in writing, and will be deemed to have been given if delivered personally, or if sent by certified mail, return receipt requested or other means of third party delivery that generates a receipt, to the parties at the following addresses or such other address designated by notice. Any notice will be deemed to have been given on the day it was received.

Section 18.2 Notices to JustTHINK Media shall be addressed to:

JustTHINK Media
11 Athabasca Avenue
Sherwood Park, Alberta Canada T8A 6H2
Attention: Jesse Williams

Section 18.3 Notices to GC shall be addressed to:

GC Services Limited Partnership
6330 Gulfport

Houston, Texas 77081
Attention: Chief Financial Officer

With a copy to: General Counsel

ARTICLE XIX COMPLIANCE WITH LAW

Section 19.1 At all times during the term of this Agreement, GC shall fully comply, and be and remain in compliance, with all applicable laws, rules and regulations, and the terms of this Agreement relating to or affecting the performance of its obligations hereunder, including but not limited to laws related to employment of labor, hours of labor, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, and shall secure and maintain in full force and effect all licenses, permits and authorizations necessary for the performance of its obligations hereunder.

Section 19.2 Each party shall immediately notify the other party in writing of the commencement or threatened commencement of, any action, suit or proceeding, and the issuance or threatened issuance of any order, writ, injunction or decree, involving its activities under this Agreement which may affect its ability to perform its obligations hereunder.

ARTICLE XX ENTIRE AGREEMENT

Section 20.1 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and all prior agreements and representations of the parties related to these matters, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement cannot be changed or modified except in writing signed by both parties.

ARTICLE XXI HEADINGS

Section 21.1 The section numbers and captions appearing in this Agreement are inserted only as a matter of convenience and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

ARTICLE XXII AUTHORIZED PARTIES

Section 22.1 Each party to this Agreement represents and warrants to the other party that this Agreement, when signed on behalf of a party, constitutes the legal, valid and binding obligation of such party enforceable in accordance with its terms, and that the individual signing this Agreement has authority to bind his or her corporate entity.

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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

JustTHINK Media

By: 

Title: CEO

Date: March 9/09

GC SERVICES LIMITED PARTNERSHIP

By: GC Financial Corp. - Managing General Partner

By: _____

Title: _____

Date: _____

Schedule B
GC EMPLOYEES

1. GC shall be responsible for all GC employees, including:
 - (a) Hiring;
 - (b) Supervision and disciplinary procedures, including, without limitation, termination;
 - (c) Payment of and accounting for all wages, salaries, benefits, workers compensation, unemployment compensation and other amounts due GC personnel as well as the withholding of taxes, FICA and FUTA.
 - (d) Employee management, including, without limitation, designated training staff, employee motivation and development.
 - (e) Ensuring adequate staffing levels to handle call projections and meet or exceed service levels.
2. GC shall pay all costs associated with providing GC employees with paid vacation and holidays.

Schedule A
STATEMENT OF WORK
for JustTHINK Media

1. The Call Center Services provided by GC to JustTHINK Media under this Agreement shall consist of:

The provision of staff to handle inbound calls related to cancellation of reoccurring charges.
2. GC shall maintain the following hours of operation:

24 hours per day, 7 days per week, 365 days per year.
3. JustTHINK Media shall provide monthly call forecasts to GC in such format and level of detail as the parties reasonably shall agree. JustTHINK Media agrees to timely notification to GC in advance of any anticipated events that could impact such traffic.
4. GC will make available to JustTHINK Media the following daily reports: call volume handled, abandoned call volume, average handle time, calls per interval and service levels. Monthly reports will also include staffing levels and quality metrics.
5. Service levels target for inbound calls: 90% of calls answered within 60 seconds on an overall monthly average.
6. Abandonment rate target for all inbound calls: not to exceed 5% on a monthly average of calls taken.
7. Call quality target will be 90% based on JustTHINK Media's call quality requirements. Minimum number of calls monitored by GC per agent per month is 20.

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Schedule C
GC COMPENSATION
for JustTHINK Media

1.

2.

3.

4.

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Tier 1 - Physical Opening

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Membership Script

Home Page

Old Physical Script

Membership Opening Script

- Membership
- Explanation of Options
 - Customer Claims fraud
 - Customer said they never order Product
 - Order has not arrived
 - Customer States that they were charged without their consent
 - Membership Cancellation prior to \$126.42 Charge
 - Membership Cancellation
 - Why was I billed \$126.42?
 - Customer Request refund for \$126.42
- Upsell Products
 - Optional Up-sells
 - Up-sell Product Cancellation
 - Customer has returned Up-sell, has tracking number
 - Customer Request Refund for Up-sell
 - Transaction Fee

Calendar 2009

Calendar 2010

Telephone Numbers: Not Available Yet

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Membership Script

Home Page

Old Physical Script

Membership Opening Script

Refunds

- Refund never recieved
- Double Charges to Account (Not Shown In Admin System)
- Refund not recieved by customer; ARN Available in Notes
- Transaction Not Refundable in Admin System

Membership

- Explanation of Charges
 - Customer Claims fraud
 - Customer said they never ordered Product
 - Order has not arrived
 - Membership Cancellation prior to \$126.42 Charge
 - Membership Cancellation
 - Customer Request refund for \$126.42
- Upsell Products
 - Optional Up-sells
 - Up-sell Product Cancellation
 - Customer has returned Up-sell, has tracking number
 - Customer Request Refund for Up-sell
 - Transaction Fee

Fax Number: (405) 621-6384

Calendar 2009

Calendar 2010

Telephone Numbers

FTC_GCS_000016

New Credit Card Descriptors after Rebilling in December

Descriptor	Descriptor Numbers	Verticals Used
Maxforce	877-594-7828	Acai- GC
Coloneclear	877-482-5723	Colon- GC
Whiteteeth	866-989-3774	Teeth Whitening- GC
Resveratrol	866-521-6205	ResV- GC
Purelift	866-989-1157	Skincare- GC
SmileBright	877-594-7850	Teethwhitening- GC
Maximizeyou	866-417-6796	Membership-WA
Growthtools	866-451-4292	Membership-WA
SuccessSystem	866-351-9154	Membership-WA
PowerPlatform	866-351-9646	Membership-WA
WorldFit	866-407-5590	Membership-WA
Credit Card Descriptors Used in North America		
Descriptor	Descriptor Numbers	Verticals Used
WHITETEETH	866-796-7318	Teeth Offers
EZBEAUTY	866-797-7348	Physical Upsells
HEALTHAID	866-394-9474	All Digital
HEALTHCLEANSE	866-351-9522	All Physical
EASYKIT	866-481-8192	All Digital
HEALTHYBEAUTY	866-807-7358	All Physical
FEELGOOD	866-528-6214	All Physical
NUTRIPACK	866-532-6369	All Physical (Upsells)
VIPLUSMEMBER	866-407-5839	All Digital
EQUICKACCESS	866-341-0639	All Digital
Credit Card Descriptors Used Internationally		
Descriptor	Descriptor Numbers	Verticals Used
7COLOHEALTH	866-521-6203	All Physical
ACCESSCLEANS	866-847-7649	All Physical
ACCESSMEMBER	866-389-3868	Google, Grants, CRA
BEAUTYPACK	888-868-7512	ClearLift
BETTERDCTX	866-503-6116	All Physical
BEUTYCLUB	866-847-7659	All physical
ELITEPACK	866-396-2729	All Digital Upsells
EZYKIT	866-437-1621	All Digital Upsells
HEALTHMEMBER	866-475-1896	Weight Loss Resources (Upsell)
HEALTHSMILE	866-825-7477	All Physical

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 FTC_GCS_000017

IMPROVEHEALTH	866-807-7356	All Physical
KITACCESS	866-341-0774	Google, Grants, CRA
MEMBERPACK	866-394-3039	All Digital Upsells
NUTRITIONALSUPP	888-433-4416	AcaiSlim, AcaiForce, Ultra Cleanse, Resveratrol
PRISTINEHLTH	888-676-4122	All Physical
ULTIFRESHWELL	888-948-5508	All Physical
VH ACCESS	866-417-6791	World Club Fitness (Upsell)
VIBRANTBEAUTY	866-823-7411	All Physical
WELLBHEALTH	866-796-7336	All Physical
WHITESMILE	888-227-2950	DazzleSmile
YOUTHSUPP	866-808-7326	All Physical

PHYSICAL PROTOCOL

Page 1 of 10

Revised: November 13, 2009

PHYSICAL PROTOCOL

TIER 1 AGENT

GENERAL

If customer cuts you off while you are giving the rebuttal, move to the next section of the script.

Always write notes in the customer account as to what you did for cx during the call.

When giving the customer the order number to return the product, **ALWAYS** give the first **original** order number for the initial product.

Always offer the customer the cancellation number during each call.

If it is a new order and customer calls in to cancel the same day,

- **DO NOT MASTER CANCEL THE ACCOUNT.** Use the **cancel button** to cancel the account, because the customer's order has processed and they will receive a delivery. Inform the customer you are unable to stop the shipment but you can cancel the order to prevent future shipments. Inform the customer of the charge for the trial product (\$87.62) Follow script verbatim, if cx becomes upset about charges, inform them they have 30 day MBG and can return for refund.

INQUIRY

Customer wants shipment information. If the customer is calling for an update on their shipment, the agent is to look at the account and provide the customer with the info they request (Tracking#, Shipment date, billing date). Once this help has been provided and customer wants to cancel proceed to cancelation scripting and follow the rest of the steps outlined in the script.

Customer wants information about ordering. If the customer is calling to ask about ordering the product please inform them to proceed to the online site website.

Customer wants dosage information. If the customer needs dosage information, servings, and product specific information, please advice the customer to go online and ask our online product specialist.

PHYSICAL PROTOCOL

Page 2 of 10

CANCELLATION**Always provide a cancellation number to a customer, on each call.**

Follow script and do not offer refund or return instructions **unless the customer asks for them**. Do not prompt the customer to return product by adding your own line to the script. If customer requests to not be charged or wishes to have a refund, move to the return instructions script.

Always make sure you cancel the account properly in the admin system. **DO NOT MASTER CANCEL.**

For customers within their 14 day trial. (Shows up yellow on the customer account) **always** inform them that they will be charged \$87.62 at the end of the trial as stated on "trial period cancellation confirmation".

For customers that have passed the trial period (shows up green on the customer account) Once the cancellation takes place, follow cancellation confirmation scripting and inform the customer that they will no longer be charged for future shipments for \$87.62 for "product name" (Acai, DazzleWhite, etc). If the customer inquires about other charges, tell the customer about the trial offer and provide the customer with the toll free number for affiliates or Upsell product.

MASTER CANCEL ONLY IN THE FOLLOWING SITUATION

1. Customer is **within trial period**. Means the account is still showing up in Yellow. You may master cancel if you are able to confirm through a tracking number that the trial product is **in transit to either of our the warehouses or has been received back into one of the warehouses**. If you are master cancelling for this reason, be sure to make detail notes in cx account including the tracking number provided and searched.

How to treat cancellation of "Everything"?

1. If the customer starts the call with something similar to:
 - I want to cancel everything. I don't want any of this
 - i. "Sure, I can help you cancel "product name"(Acai, DazzleWhite, etc) for "\$87.62" If they state that the charge is "\$48.92" you may ask for further detail to determine if it is an upsell.
2. If the customer at the end of the call mentions something similar to:
 - Is there any thing else I need to cancel?
 - i. Re-state the cancelation confirmation statement— and offer the names and telephone numbers to the affiliates.

RETURNS, REFUNDS AND PREVIOUS CANCEL

Always follow script verbatim, **S&H is non-refundable.**

1. Provide the customer with the **Original Order ID #** and tell them they are to write this

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PHYSICAL PROTOCOL

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number on the outside of the package being returned.

2. Confirm the e-mail address on file is correct or get a correct one from the customer. Inform the customer you will send them an e-mail with complete return instructions which they need to follow carefully. They should look for this in their in-box, spam or junk mail folder. If customer requests instructions verbally, you may give them verbally and follow up by sending them the e-mail too.
3. It is now **mandatory** that Agents send the return instructions to the customer via e mail, and then they are to make the following notations in the customer account.

Example of Return Instructions:

- 1) Agent ID Number and Initials
- 2) Return Instructions sent: Verbal or via Email
- 3) If R/I sent via email confirm successfully sent in the Agents Admin System
 - i. (APC = Admin Page Confirmed) or (APNC= Admin Page Not Confirmed)

Example: 1) 131644 JO, 2) RI/V or RI/E, 3) APC or APNC Verbal

Do not tell customers to return to sender, or to refuse package as this will delay their refund. If they say that they will refuse the package or return it to sender, advise against it and offer to give them proper return instructions.

Customers who claim they have been charged again after they cancelled their account.

- Always ask for the cancellation confirmation number and check the account to make sure that the account was cancelled. If it has not been cancelled, than offer to cancel.
- If the account was cancelled the same day as their scheduled charge, inform the customer of that charge. If they do not want to be charged, remind them of their 30 day MBG and offer the return instructions if they wish to be refunded.
- If you can verify that the customer has been incorrectly charged then transfer the call to a Tier 2 agent

No refunding after 30 day money back guarantee.

- If customer pushes for a refund claiming chargeback, inform them you are unable to refund, re-iterate the 30 day MBG and that our T/C are clearly stated on the Webpage they ordered from. Offer to send the return instructions.
- If customer is still not satisfied, inform them of the following statement: **"In order to make use of our 30 day MBG, you are obligated to send back any unused portion of the product. If we receive it within 30 days of the charge date, you will receive a full refund for your purchase".**

Customer does not want to send the product back,

- First, rebuttal the customer with the 30 day MBG & Terms and Conditions on the webpage they ordered from. Make it clear that they must return product to be refunded. **No courtesy refund** to be issued.
- If customer is still not satisfied, inform them of the following statement: **"In order to make use of our 30 day MBG, you are obligated to send back any unused portion of the product. If we receive it within 30 days of the charge date, you will receive a full refund for your purchase"**.

Customer wants refund but claims that he didn't receive the product

- First confirm with the tracking # that we have on file to see if the product shows delivered to the customer. Tell them if you see it delivered to their address.
1. If they deny receiving, re-confirm the address that we show it shipped to. If the address is **not correct**, offer to re-ship to the address it should have gone to free of charge. Then delay the next charge. No need to tell them about delay of charge.
 - a. If customer does not want another shipment sent out, explain that we have no other option but to offer the re-shipment and offer to re-ship one more time. If customer is still unwilling to accept the reshipment, Transfer to Tier 2.
 2. If the address on file is **correct** and they still deny receiving, offer to give them our tracking number so that they can trace the product through the postal service in their town.
 - a. If the customer calls back stating the USPS has no more information on package, offer to reship. If customer is unwilling to accept the reshipment Master Cancel the account if the charge is Yellow or transfer to Tier 2 if the charge is Green.

Customer has sent product back and wants a refund:

1. First shipment (trial) and it's **within 18 day trial**— **ADMIN PAGE WILL SHOW YELLOW AND STATE: TRIAL NOT CHARGED.**
 - a. If they have a tracking number and **we can confirm** that the shipment is in transit or has arrived at one of the warehouses, you **can master cancel** the account to prevent customer from being charged. **AGENT MUST MAKE NOTES IN THE CX ACCOUNT SHOWING THE TRACKING NUMBER AND LOCATION OF PACKAGE.**
2. First shipment (trial) **after 18 days trial** ---ADMIN PAGE WILL SHOW GREEN AND STATE: **TRIAL CHARGED.**
 - a. **Verify the quantity of product enclosed in the returned package**
 - i. **If more than one product read this:** "I apologize for the inconvenience, however, our processing center will need to verify the quantity of products that were returned and refund accordingly."

PHYSICAL PROTOCOL

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- b. **Verified single product enclosed in return package**
 - i. Volunteer to Track Status of Package
 - ii. Notate account with tracking info
 - iii. Agent is to re-iterate to the customer that the refund will be issued by the warehouse within 5-10 business days from receiving and processing the returned product
 - iv. Inform the customer that we are unable to refund the charge
 - 1. If after 10 Business Days of receiving the product into the warehouse and the customers account has still not been refunded, transfer to Tier 2.
- 3. Second Shipment (Auto Shipment) -----ADMIN PAGE WILL SHOW GREEN AND STATE: **TRIAL CHARGED**
 - a. **Verify the quantity of product enclosed in the returned package**
 - i. If more than one product read this: "I apologize for the inconvenience, however, our processing center will need to verify the quantity of products that were returned and refund accordingly."
 - b. **Verified single product enclosed in return package**
 - i. Volunteer to Track Status of Package
 - ii. Notate account with tracking info
 - iii. Agent is to re-iterate to the customer that the refund will be issued by the warehouse within 5-10 business days from receiving and processing the returned product
 - iv. Inform the customer that we are unable to refund the charge
 - 1. If after 10 Business Days of receiving the product into the warehouse and the customers account has still not been refunded, transfer to Tier 2.

Trial Product has not been received within reasonable amount of time and customer has been charged

- First confirm with the tracking # that we have on file to see if the product shows delivered to the customer. Tell them if you see it delivered to their address.
- 3. If they deny receiving, re-confirm the address that we show it shipped to. If the address is **not correct**, tell the customer you will re-ship to the address it should have gone to free of charge. Then delay the next charge. If they ask about the delay of the charge, you may inform them that you delayed that as well. If customer does not want another shipment sent out, inform them that you are authorized to re-ship the product to them which full fills our obligation and offer to re-ship once more.
- 4. If the address on file **is correct** and they still deny receiving, offer to give them our tracking number so that they can trace the product through the postal service in their town. If customer does not want to trace the product the Agent can re-iterate to them the 30 day MBG and inform them we are unable to refund without receiving the product back.

If our tracking number indicates that the product is in transit, but does not confirm that the product was delivered yet to the customer and it has been at least 10 days since ordered.

PHYSICAL PROTOCOL

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1. Offer to delay the next shipment by a week from the date of this call and extend their MBG to allow the customer time to receive the trial product. If customer declines and states they want to cancel and do not want to be charged or want refund, transfer to Tier 2 Agent.
2. If the customer agrees to wait another week for the product to arrive, Agent is to go into the customer account and under Delay Shipment extend the next shipment by 18 days. The actual amount of days they would put in the slot for days would be 18.
3. Agent would then make very good notes in the customer account detailing that the MBG date for that shipment has been moved to start on the date of the call from the customer.

If at any point the Customer Account in Admin **does not have a tracking number** indicating we have shipped the product and we are unable to track the product, you may offer to re-ship to the customer. If they decline the re-ship transfer the call to Tier 2 Agent.

Customer claiming online chat told them to call for refund:

Educate the customer that online chats pass customers to this line for return instructions to help the customer get the refund, not the refund itself, then proceed to return script page.

FRAUD

Always begin the verification process by asking for address, and phone #, and then provide the customer with email and name to build trust with customer.

If you can verify any of the following, it is to be considered true fraud:

1. If the customer informs agent that the information is too old, chances are that it is fraud
2. If any of the email, name, telephone number, and/or address is not up to date, it is considered fraud.
3. If you can only pull account by credit card number, and any of the information does not match, it is fraud.

If is verified True Fraud make appropriate notes in the customer account and transfer the call to Tier 2 Agent. Do Not Master Cancel the account yourself; Tier 2 must validate.

CHARGEBACK PROTOCOL

Customer mentions dispute with Bank, Credit card, Attorney General, District Attorney, FTC, State Attorney and threatens to do a Charge back.

Customer is within 30 Day money back Guarantee:

If customer tells us they will dispute (Charge Back, Dispute with Bank, Credit card, Attorney General, District Attorney, FTC and State Attorney.):

PHYSICAL PROTOCOL

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- 1) Inform the customer that they are still covered under the 30 day MBG and all they need to do is send the product back to us for a full refund. 30 day MBG starts the date they ordered and were charged for the shipping and handling. Each charge has its own time frame of 30 days.
1. If customer still insists on disputing the charge: Inform them of the following statement: **"In order to make use of our 30 day MBG, you are obligated to send back any unused portion of the product. If we receive it within 30 days of the charge date you will receive a full refund for your purchase".**

Customer has already returned the product and received 1-2 refunds, but wants more:

If customer tells us they will dispute (Charge Back, Dispute with Bank, Credit card, Attorney General, District Attorney, FTC and State Attorney.)

- Inform the customer that they already received refunds of \$_____, for the products that qualified for the 30 day money back Guarantee.
- If this fails, and the customer keeps insisting on charge back, and states they should still be covered under 30 day MBG. Politely inform the customer that they have been refunded \$_____, and they will **not** be refunded any further charges. Thank them for their call and end the call.

Customer Cancels during Trial Period

If customer mentions dispute after they become informed of the charge at the end of the trial (Charge Back, Dispute with Bank, Credit card, Attorney General, District Attorney, FTC and State Attorney.):

- Inform the customer of the 30 day money back guarantee and offer to give them return instructions so they may obtain a refund.
- If customer insists they do not want the product and will call the bank, credit card company etc...
Inform them of the following statement: **"In order to make use of our 30 day MBG, you are obligated to send back any unused portion of the product. If we receive it within 30 days of the charge date you will receive a full refund for your purchase".**

Defective Product Protocol

Scenario:

1. Customer has cancelled on line. Calls us due to defective product. Because the account has already been cancelled, the Agent should tell the customer that if they would like to have the product to try still, the Agent can re-activate the account and re-ship the trial product.

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PHYSICAL PROTOCOL

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- a. The agent would then re-activate the account and then delay the charge by 18 days. They must then tell the customer that since the account is re-activated, they are now going to have to cancel again if they wish to cancel. The customer can throw away the defective product; do not ask them to return it. Make detail notes in the customer account that they are aware of all you informed them of.
- b. If the customer accepts and agent is unable to reactivate ("Make Active") transfer to Tier 2 in order for them to them active.
2. If the customer is already cancelled and does not wish to have a re-shipment of the product; tell the customer you will transfer them to a Tier 2 Agent to discuss a refund for that charge for the trial product and do so. Do not ask them to return the product. Make good notes in the customer account.

Admin System Errors and what to do!!!

1. Customer claims they were promised a refund and in our Admin system it states they were refunded but the customer has not received the refund to their cc.
1. Get the customers information and tell them it will be forwarded to Head Office. We will look into it and once we have confirmation that the refund did not process, we will either refund again on the system, or we will issue a cheque to the customer. Advise them we will notify them either way. Please allow 5-10 business days for a reply from us.
2. Customer is calling about international charge of .60 cents and they are US customers.
- Advise the customer we do not add international charges of .60 cents to their account. The only international charge we charge is the \$9.95 for customer outside the US.
3. Customers are claiming they have an account with us be we are unable to bring them up in our system.
1. Get as much information as you can: name, e-mail, account number if they have last 8 digits of credit card. Ask them how they ordered; is it a phone order or on line. Ask the customer if they recall the original order date.
2. Tell them you will forward to head office to look into. Get a current e mail address so that we can e-mail them within the next 5-10 business days to advise them of the results. Give us as much information on what the calls was about as possible so that we know whether they were cancelling or what the call was about.

Customer cancels their account and then asks for a refund for product because they never received it.

- 1) Confirm our tracking to see if it states it was delivered.
- 2) Confirm address with Customer and inform them that it shows it was delivered to that

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PHYSICAL PROTOCOL

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address.

- 3) If customer still denies receipt of product, offer to re-ship and confirm address with them.
 - i) **If they accept the re-shipment**, inform them you will have to re-activate their account in order to re-ship. Once they are re-activated, their account is now active again and they will have to cancel again if they choose to.
 - ii) **If they decline the re-shipment:** and still ask for refund, inform them the only option you have is to re-ship the product. If they still do not accept the reshipment Transfer to Tier 2

Customer states they will do a chargeback but takes all the return instructions from the Agent

1. Confirm with the customer that they will be returning the product for a refund.
 - a. **If they state they will**, then thank them and close the call.
 - b. If they say, I will return it, but **still indicate chargeback:**
 - i. **Customer is within 30 Day money back Guarantee:**
 1. Inform the customer that they are still covered under the 30 day MBG and all they need to do is send the product back to us for a full refund. **30 day MBG starts the date they were charged for product. Each charge has its own time frame of 30 days.**
 2. If customer still insists on disputing the charge: Inform them of the following statement: "In order to make use of our 30 day MBG, you are obligated to send back any unused portion of the product. If we receive it within 30 days of the charge date you will receive a full refund for your purchase".

Customer states chargeback at the end of the call

Customer takes all the return information from the Agent, and then at the end of the call indicates that **they will be calling their bank, credit card company. Attorney General etc... (Chargeback).**

1. **Customer is within 30 Day money back Guarantee:**
 - a. Inform the customer that they are still covered under the 30 day MBG and all they need to do is send the product back to us for a full refund. **30 day MBG starts the date they were charged for product. Each charge has its own time frame of 30 days.**
 - b. If customer still insists on disputing the charge: Inform them of the following statement: "In order to make use of our 30 day MBG, you are obligated to send back any unused portion of the product. If we receive it within 30 days of the charge date you will receive a full refund for your purchase".

PHYSICAL PROTOCOL

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Customer Requests to Delay the date of his charge

1. If a customer calls and asks to have the date of his charge moved by a couple days to accommodate his pay day...
 - a. You may go into Delay Shipment and delay it by that couple of days. The shipment will have already shipped out, but this will delay the charge from processing through his account by the couple days.

Revised: October 21, 2009

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Revised: Dec. 1st, 2009

PHYSICAL PROTOCOL **Tier 2 Agent**

GENERAL

If customer cuts you off while you are giving the rebuttal, move to the next section of the script.

Always write notes in the customer account as to what you did for cx during the call.

When giving the customer the order number to return the product, ALWAYS give the first original order number for the initial product.

Never cancel affiliates, unless it is true fraud.

As a courtesy to the customer we can extend the MBG by four (4) days. So if the agent is able to verify that the package was delivered to our warehouse within 34 days we can refund. 35 days or more and the customer is out of MBG.

If it is a new order and customer calls in to cancel the same day,

- DO NOT MASTER CANCEL THE ACCOUNT. Use the cancel button to cancel the account, because the customer's order has processed and they will receive a delivery. Inform the customer you are unable to stop the shipment but you can cancel the order to prevent future shipments. Inform the customer of the charge for the trial product. (\$87.62) Follow script verbatim, if cx becomes upset about charges, inform them they have 30 day MBG and can return for refund.

INQUIRY

Customer wants shipment information. If the customer is calling for an update on their shipment, the agent is to look at the account and provide the customer with the info they request (Tracking#, Shipment date, billing date). Once this help has been provided and customer wants to cancel proceed to cancelation scripting and follow the rest of the steps outlined in the script.

Customer wants information about ordering. If the customer is calling to ask about ordering the product please inform them to proceed to the online site website.

Customer wants dosage information. If the customer needs dosage information, servings, and product specific information, please advice the customer to go online and ask our online product specialist.

Revised: October 21, 2009

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CANCELLATION**Always provide a cancellation number to a customer, on each call.**

Follow script and do not offer refund or return instructions unless the customer asks for them. Do not prompt the customer to return product by adding your own line to the script. If customer requests to not be charged or wishes to have a refund, move to the return instructions script.

Always make sure you cancel the account properly in the admin system. **DO NOT MASTER CANCEL.**

For customers within their 14 day trial. (Shows up yellow on the customer account) always inform them that they will be charged \$87.62 at the end of the trial as stated on "trial period cancellation confirmation"

Once the cancellation takes place, follow cancellation confirmation scripting and inform the customer that they will no longer be charged for future shipments for \$87.62 for "product name"(Acai, DazzleWhite, etc). If the customer inquires about other charges, tell the customer about the trial offers and provide the customer with toll free number for affiliate or Upsell.

YOU MAY MASTER CANCEL ONLY IF:

1. You confirm a red flagged account, and customer will not provide correct address to reship.
2. Customer is within trial period and you are able to confirm through tracking number that the trial product is in transit to one of the warehouses or has been received back into one of the warehouses
3. Tracking Info. shows N/A in the Admin System and has been past ten days the customer does not want a reshipment

How to treat cancellation of "Everything"?

1. If the customer starts the call with something similar to:
 - *I want to cancel everything. I don't want any of this*
 - i. "Sure, I can help you cancel "product name"(Acai, DazzleWhite, etc) for "\$87.62" If they state that the charge is "\$48.92" you may ask for further detail to determine if it is an upsell.
2. If the customer at the end of the call mentions something similar to:
 - Is there any thing else I need to cancel?
 - i. Re-state the cancelation confirmation statement—and offer the names and telephone numbers to the affiliates.

RETURNS, REFUNDS AND PREVIOUS CANCEL

Always follow script verbatim, S&H is non-refundable.

1. Provide the customer with the **Original Order ID #** and tell them they are to write this number on the outside of the package being returned.
2. Confirm the e-mail address on file is correct or get a correct one from the customer. Inform the customer you will send them an e-mail with complete return instructions which they need to follow carefully. They should look for this in their in-box, spam or junk mail folder. If customer requests instructions verbally, you may give them verbally and follow up by sending them the e-mail too.

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Revised: October 21, 2009

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3. It is now **mandatory** that Agents send the return instructions to the customer via e mail, and then they are to make the following notations in the customer account.

Example of Return Instructions:

- a. Agent ID Number and Initials
- b. Return Instructions sent: Verbal or via Email
- c. If R/I sent via email confirm successfully sent in the Agents Admin System
 - i. (APC = Admin Page Confirmed) or (APNC= Admin Page Not Confirmed)

**Example: ¹⁾ 131644 JO, ²⁾ RI/V or RI/E, ³⁾ APC or APNC
Verbal**

Do not tell customers to return to sender, or to refuse package as this will delay their refund. If they say that they will refuse the package or return it to sender, advise against it and offer to give them proper return instructions .

Customers who claim they have been charged again after they cancelled their account.

- Always ask for the cancellation confirmation number and check the account to make sure that the account was cancelled. If it has **not** been cancelled, than offer to cancel.
- If the account was cancelled the same day as their scheduled charge, inform the customer of their 30 day MBG and offer the return instructions if they wish to be refunded.
- If you can verify that the customer has been incorrectly charged then tier 2 agent would issue refund

No refunding after 30 day money back guarantee.

If customer pushes for refund claiming chargeback, inform them you are unable to refund, re-iterate the 30 day MBG and the T/C stated on Webpage they ordered from. Offer to send the return instructions.

- If customer is still not satisfied, inform them of the following statement: ***"In order to make use of our 30 day MBG, you are obligated to send back any unused portion of the product. If we receive it within 30 days of the charge date you will receive a full refund for your purchase"***.
- ****** Exception******- If the customer has never received the product and we can confirm this in the admin system (tracking information shows N/A), if it is the **trail product** we can refund within 120 days ******ONLY FOR TRAIL PRODUCT******

Customer does not want to send the product back,

- First, rebuttal the customer with the 30 day MBG & T/C on the webpage they ordered from . Make it clear that they must return product to be refunded. ***No*** courtesy refund to be issued.
- If customer is still not satisfied, inform them of the following statement: ***"In order to make use of our 30 day MBG, you are obligated to send back any unused portion of the product. If we receive it within 30 days of the charge date you will receive a full refund for your purchase"***.

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Customer wants refund but claims that he didn't receive the product

- First confirm with the tracking # that we have on file to see if the product shows delivered to the customer. Tell them if you see it delivered to their address.
- 1. If they deny receiving, re-confirm the address that we show it shipped to. If the address is not correct, tell the customer you will re-ship to the address it should have gone to free of charge. Then delay the next charge. If they ask about the delay of the charge, you may inform them that you delayed that as well. If customer does not want another shipment sent out, inform them that you are authorized to re-ship the product to them which full fills our obligation and offer to re-ship once more.
- 2. If the address on file is correct and they still deny receiving
 - a. offer to give them our tracking number so that they can trace the product through the postal service in their town. If customer does not want to trace the product the Agent can re-iterate to them the 30 day MBG and inform them we are unable to refund without receiving the product back.
 - b. ***If at any point the Customer Account in Admin does not have a tracking number indicating we have shipped the product and we are unable to track the product:*** you may offer to re-ship to the customer. If they decline the re-ship transfer the call to Tier 2 Agent.
 - i. If it is the Trial product and it has never been received and we can verify in our admin system that the product never shipped (N/A) then we would refund the charge to the customer as long as we do not refund past 120 days
 - ii. If it is the auto shipment we would stick to the 30 day guideline because by the time they are charged for the auto shipment, they would of already got their trial and been aware of the terms and conditions.

Customer has sent product back and wants a refund:

- 1. First shipment (trial) and it's within 18 day trial— **ADMIN PAGE WILL SHOW YELLOW AND STATE: TRIAL NOT CHARGED.**
 - a. If they have a tracking number and we can confirm that the shipment is in transit or has arrived at one of the warehouses, you can master cancel the account to prevent customer from being charged. **AGENT MUST MAKE NOTES IN THE CX ACCOUNT SHOWING THE TRACKING NUMBER AND LOCATION OF PACKAGE.**
- 2. First shipment (trial) after 18 days trial —**ADMIN PAGE WILL SHOW GREEN AND STATE: TRIAL CHARGED.**
 - a. Verify the quantity of product enclosed in the returned package
 - i. If more than one product read this: "I apologize for the inconvenience, however, our processing center will need to verify the quantity of products that were returned and refund accordingly."
 - b. Verified single product enclosed in return package
 - i. Volunteer to Track Status of Package
 - ii. Notate account with tracking info

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- iii. Agent is to re-iterate to the customer that the refund will be issued by the warehouse within 5-10 business days from receiving and processing the returned product
 - iv. Inform the customer that we are unable to refund the charge
 - 1. If after 10 Business Days of receiving the product into the warehouse and the customers account has still not been refunded, Tier 2 Agent will follow scripting and refund.
3. Second Shipment (Auto Shipment) -----**ADMIN PAGE WILL SHOW GREEN AND STATE: TRIAL CHARGED**
- a. Verify the quantity of product enclosed in the returned package
 - i. If more than one product read this: "I apologize for the inconvenience, however, our processing center will need to verify the quantity of products that were returned and refund accordingly."
 - b. Verified single product enclosed in return package
 - i. Volunteer to Track Status of Package
 - ii. Notate account with tracking info
 - iii. Agent is to re-iterate to the customer that the refund will be issued by the warehouse within 5-10 business days from receiving and processing the returned product
 - iv. Inform the customer that we are unable to refund the charge
 - 1. If after 10 Business Days of receiving the product into the warehouse and the customers account has still not been refunded, Tier 2 Agent will follow scripting and refund.

Our tracking number indicates that the product is in transit, but does not confirm that the product was delivered yet to the customer and it has been at least 10 days since ordered

- 1. Offer to delay the next shipment by a week from the date of this call and extend their MBG to allow the customer time to receive the trail product. If the customer declines and states they want to cancel and trial charge is still pending, Tier 2 agent will master cancel at this time. If the charge has already gone through, Tier 2 agent is to refund the account.
- 2. If the customer agrees to wait another week for the product to arrive, agent is to go into the customers account and under delay shipment extend the next shipment by 18 days. The actual amount of days they would put in the slot for days would be 18.

*Agent would make very good notes in the customer account detailing that the MBG date for that shipment has been moved to start on the date of the call from the customer.

Customer claiming online chat told them to call for refund:

Educate the customer that online chats pass customers to this line for return instructions to help the customer get the refund, not the refund itself, then proceed to return script page.

FRAUD

Tier 1 Agent should have done the following already before transferring call:

Always begin the verification process by asking for address, and phone #, and then provide the customer with email and name to build trust with customer.

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If you can verify any of the following, it is to be considered true fraud:

1. If the customer informs agent that the information is too old, chances are that it is fraud
2. If any of the email, name, telephone number, and/or address is not up to date, it is considered fraud.
3. If you can only pull account by credit card number, and any of the information does not match, it is fraud.

If is verified True Fraud make appropriate notes in the customer account and transfer the call to Tier 2 Agent. Do Not Master Cancel the account yourself; Tier 2 must validate.

Tier 2 Agent should then:

1. Verify the account is a valid case of fraud
2. Cancel the main program, up sell products and affiliates for the customer. DO NOT Master cancel or refund them --Remember to always make notes in the admin.
3. Customer will have to contact their credit card or bank in order to receive their refund

CHARBACK PROTOCOL

(CX mentions dispute with Bank, Credit card, Attorney General, District Attorney, FTC, State Attorney and threatens to do a Charge back.)

Customer is within 30 Day money back Guarantee:

If customer tells us they will dispute (Charge Back, Dispute with Bank, Credit card, Attorney General, District Attorney, FTC and State Attorney.):

1. Inform the customer that they are still covered under the 30 day MBG and all they need to do is send the product back to us for a full refund. 30 day MBG starts the date they were charged for product. Each charge has its own time frame of 30 days.
2. If customer is still not satisfied, inform them of the following statement: "In order to make use of our 30 day MBG, you are obligated to send back any unused portion of the product. If we receive it within 30 days of the charge date you will receive a full refund for your purchase".

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Customer has already returned the product and received 1-2 refunds, but wants more:

If customer tells us they will dispute (Charge Back, Dispute with Bank, Credit card, Attorney General, District Attorney, FTC and State Attorney.)

- Inform the customer that they already received refunds of \$_____, for the product that qualified for the 30 day money back Guarantee.
- If this fails, and the customer keeps insisting on charge back, and states they should still be covered under 30 day. Politely inform the customer that they have been refunded \$_____ and they will not be refunded any further charges. Thank them for their call and end the call.

Customer Cancels during Trial Period

If customer mentions dispute after they become informed of the charge at the end of the trial (Charge Back, Dispute with Bank, Credit card, Attorney General, District Attorney, FTC and State Attorney.):

- Inform the customer of the 30 day money back guarantee and offer to give them return instructions so they may obtain a refund.
- If customer insists they do not want the product and will call the bank, credit card company etc... Inform them of the following statement: ***"In order to make use of our 30 day MBG, you are obligated to send back any unused portion of the product. If we receive it within 30 days of the charge date you will receive a full refund for your purchase"***.

Defective Product Protocol**1. Scenario**

Customer has cancelled on line. Calls us due to defective product. Because the account has already been cancelled, the Agent should tell the customer that if they would like to have the product to try still, the Agent can re-activate the account and re-ship the trial product.

- a. The agent would then re-activate the account and then delay the charge by 18 days. They must then tell the customer that since the account is re-activated, they are now going to have to cancel again if they wish to cancel. The customer can throw away the defective product; do not ask them to return it. Make detail notes in the customer account that they are aware of all you informed them of.
 - b. If the customer accepts and agent is unable to reactivate ("Make Active") transfer to Tier 2 in order for them to them active.
2. If the customer is already cancelled and does not wish to have a re-shipment of the product; tell the customer you will transfer them to a Tier 2 Agent to discuss a refund for that charge for the trial product and do so. Do not ask them to return the product. Make good notes in the customer account.
 - a. Offer to reship once more if they decline refund the charge

Admin System Errors and what to do!!!

1. Customer claims they were promised a refund and in our admin system it states they were refunded but the customer has not received the refund to their credit card or account.
 - Advise the customer that they will have to contact their bank in regards to the refund.

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2. Customer is calling about international charge of .60 cents and they are US customers.
 - Advise the customer we do not add international charges of .60 cents to their account. The only international charge we charge is the \$9.95 for customer outside the US.
3. Customers are claiming they have an account with us be we are unable to bring them up in our system.
 - Get as much information as you can: name, e-mail, acc # if they have last 8 digits of cc. Ask them how they ordered, is it a phone order or on line. Ask the customer if they recall the original order date.
 - Tell them you will forward to head office to look into. Get a current e mail address so that we can e-mail them within the next 5 business days to advise them of the results. Give us as much information on what the calls was about as possible so that we know whether they were cancelling or what the call was about.

Customer states they will do a chargeback but takes all the return instructions from the Agent

1. Confirm with the customer that they will be returning the product for a refund.
 - a. **If they state they will**, then thank them and close the call.
 - b. If they say, I will return it, but **still indicate chargeback:**
 - i. **Customer is within 30 Day money back Guarantee:**
 1. Inform the customer that they are still covered under the 30 day MBG and all they need to do is send the product back to us for a full refund. **30 day MBG starts the date they were charged for product. Each charge has its own time frame of 30 days.**
 2. If customer still insists on disputing the charge: Inform them of the following statement: "In order to make use of our 30 day MBG, you are obligated to send back any unused portion of the product. If we receive it within 30 days of the charge date you will receive a full refund for your purchase".

Customer Requests to Delay the date of his charge

1. If a customer calls and asks to have the date of his charge moved by a couple days to accommodate his pay day...
 - a. You may go into Delay Shipment and delay it by that couple of days. The shipment will have already shipped out, but this will delay the charge from processing through his account by the couple days.

<p align="center">Tier 1 F.Y.I.: Updates</p> <p align="center">Royal Blue are Protocol Changes</p> <p align="center">Red are Script Changes</p> <p align="center">Product Updates</p> <p align="center">Admin Updates</p>	
<p align="center">Protocol Update (2/18/10)</p>	<p align="center"><u>Refunds in JTM Admin System</u></p> <ul style="list-style-type: none"> It is no longer necessary to have customers fax in statements and documentation of any of their charges or concerns so that they can be forwarded to Head Office to deal with. Agents should deal with the concern and make notes in the customer account. <p>ANYTHING TO DO WITH REFUND NOT RECEIVED WHEN THEY WERE TOLD IT WAS REFUNDED</p> <p>Agent can state to the customer: "Sir/Madam, I can see the refund was processed on (date), but due to technical problems with our Admin system, some refunds have been declined. I therefore recommend that you contact your Bank or Credit Card Company and proceed through them to get refunded since we are unable to assist you any further with this issue."</p> <p>ANYTHING TO DO WITH DOUBLE CHARGES TO CUSTOMER ACCOUNT, AND ADMIN SYSTEM ONLY SHOWS ONE CHARGE</p> <p>Agent can state to the customer: "Sir/Madam, I am only seeing one charge to your account on (date) for \$ _____. If your statement is showing duplicate charges that are not showing on our Admin system, I would recommend that you contact your Bank or Credit Card Company and proceed through them to get refunded since we are unable to assist you any further with this issue."</p> <p>CUSTOMER STATES THEY DID NOT RECEIVE REFUND BUT AGENT SEES NOTES IN THE CX ACCOUNT STATING REFUND ISSUED AND ARN NUMBER IS NOTED IN THE NOTES</p> <p>Agent is to inform the customer that the notes indicate the refund did process and provide the customer with the ARN number. The agent will tell the customer that once an ARN number has been provided by the Merchant, the refund is between the Bank and the customer and recommend to the customer that they contact the Bank or Credit Card Company and proceed through them to get refunded since we are unable to assist you any further with this issue."</p> <p>AGENT ATTEMPTS TO REFUND ON THE ADMIN SYSTEM AND "Transaction Not Refundable" COMES UP AND THEY CAN NOT REFUND</p> <p>Agent is to inform the customer that we are having some technical issues in the Admin system and they should proceed to get refunded through their Bank or Credit Card company since we are unable to assist them any further.</p> <p>AGENTS ARE ALWAYS, ALWAYS SUPPOSE TO MAKE NOTES IN THE CUSTOMER ACCOUNT AS TO WHAT WAS DISCUSSED AND WHAT ADVISE WAS GIVEN TO THE CUSTOMER.</p>
	<p align="center"><u>RE-SHIPMENT OF PRODUCT FOR MEMBERSHIP ACCOUNTS</u></p> <p>MEMBERSHIP CANCELLED BUT CUSTOMER REQUESTS PRODUCT</p> <ul style="list-style-type: none"> If the customer has cancelled the membership within the trial period and there is no longer any charge showing for the membership but the customer states they never received their first shipment, DO NOT RE-SHIP THE PRODUCT. <ul style="list-style-type: none"> Inform the customer that since they cancelled the membership you are unable to re-ship or re-activate the account. If the customer states they paid shipping and handling of \$2.95 and did not receive anything and request a refund, explain that the \$2.95 was a processing fee and is not refundable. <p>MEMBERSHIP IS STILL ACTIVE AND WITHIN THE 14 DAY TRIAL AND CUSTOMER STATES THEY DID NOT RECEIVE PRODUCT</p> <ul style="list-style-type: none"> Follow our 10 day rule for re-shipment. If you see in the customer's account that there is no tracking indicating they did receive the shipment, then you

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(2/3/10)	<p>may re-ship.</p> <p>RE-SHIPMENT BUTTON FOR CUSTOMER HIT, THEN THE CUSTOMER STATES, CANCEL</p> <ul style="list-style-type: none"> If the customer agrees to have the product re-shipped because they have not received and then once you tell them you have re-shipped, they then state: "cancel the account"... You should inform them if they are cancelling the account, the re-shipment will not process. Then proceed to cancel the re-shipment. <p>TO CANCEL A RE-SHIPMENT THAT YOU HAVE ALREADY REQUESTED ON THE ADMIN SYSTEM</p> <ul style="list-style-type: none"> If you need to cancel a re-shipment because you should not of requested it, or because the customer asks for re-shipment and then cancels their account or for any reason, you are to submit another re-shipment request with quantity "0" and put the note "no need to re-ship" in the message section. This will advise the warehouse to cancel the re-shipment.
Protocol Update (2/1/10)	<p>Please resume with the original scripting that did not use the product phone search. Some errors are being generated with the admin system when it is being used. So to avoid errors from QA, avoid using "product Phone Search".</p>
Protocol Update (1/29/09)	<ul style="list-style-type: none"> Do not allow correspondence or packages to be returned to this address. The New Corporate address is: 1 Kitchurn, Blackhill, Consett, County Durham, England, DH8 8TQ If the customer wants to send a letter or package they can send it to the return address that corresponds to them. If any one claims to have tried to send an email with the word "watermelon" in the subject heading but the email was undeliverable... give them the following email address: support@premiumwhitenow.com
Protocol Update (1/29/09)	<ul style="list-style-type: none"> Any customer claiming to have been charged prior to the 14 day trial of the product after 5pm 1/19/10.... transfer to Tier 2. Any customer with a pending yellow charge on the account past the trial period should be considered paid and not cancelled under any circumstances.
Protocol Update (1/29/09)	<ul style="list-style-type: none"> Any customer that request the corporate address for now will be directed to the Return Address for the US: (Product Name) USA 22100 E. 26th Ave. #100 Aurora, CO 80019
Protocol Update (1/20/09)	<p>Customers are no longer offered any upsells. If they purchase the Kit or the UCP it is as a membership.</p> <p>If the customer calls asking for the website from where they would order their next supply, offer the following:</p> <p>www.premiumwhitemembers.com www.acaislimdetoxmembers.com www.forcemaxmembers.com www.vibrantsmilemembers.com www.ultracleansemembers.com</p>
Protocol Update	<p>***Effective Immediately***</p> <ul style="list-style-type: none"> Any customer that has purchased any membership prior to 5 o'clock Central Standard Time 1/19/10 will have a trial offer of 3 days prior to charge. Any customer that has purchased any membership after to 5 o'clock Central Standard Time 1/19/10 will have a trial offer of 14 days prior to charge.

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(1/19/09)	<p><u>Any Membership (Acaslim Detox, AcniForce Max, MuscleCharger, UltraCleanse Plus, PremiumWhite Pro, VibrantSmile Kit):</u></p> <ul style="list-style-type: none"> • \$2.95 processing fee the day they sign up • On the 14th day \$126.42 will be charged to their cc for the membership • If the customer calls to cancel prior to the 14th day, the \$126.42 will not be charged • They do not have to return the first shipment • If the customer does not cancel the membership, then they can continue for one full year ordering and paying only the \$4.95 regular shipping and handling 												
<p>Protocol Update (1/15/09)</p>	<p>New Credit Card Descriptors:</p> <table> <tr> <td>Premiumwhitepro.com</td><td>888-676-4130</td></tr> <tr> <td>Vibrantsmilekit.com</td><td>888-591-2197</td></tr> <tr> <td>Slimdetox</td><td>888-558-8470</td></tr> <tr> <td>Ultracleanseplus.com</td><td>888-779-5303</td></tr> <tr> <td>ForceMax</td><td>888-948-5639</td></tr> <tr> <td>Musclecharger.com</td><td>888-227-2950</td></tr> </table>	Premiumwhitepro.com	888-676-4130	Vibrantsmilekit.com	888-591-2197	Slimdetox	888-558-8470	Ultracleanseplus.com	888-779-5303	ForceMax	888-948-5639	Musclecharger.com	888-227-2950
Premiumwhitepro.com	888-676-4130												
Vibrantsmilekit.com	888-591-2197												
Slimdetox	888-558-8470												
Ultracleanseplus.com	888-779-5303												
ForceMax	888-948-5639												
Musclecharger.com	888-227-2950												
<p>Protocol Update (1/12/09)</p>	<p>***Urgent Update***</p> <p>The trial period for the memberships will be changing to 3 days instead of 5 days. Any customer who purchases any membership on or after the the 11th of January, 2009, will only have 2 days to cancel before being charged on the 3rd day.</p>												
<p>Protocol Update (1/11/09)</p>	<p>We no longer have a Option 1 and Option 2 on the Blogs put up by advertisers. Instead we have the following:</p> <p><u>Option #1:</u></p> <p><u>PREMIUM WHITEPRO (Main Product) Membership ..</u> \$2.95 processing fee the day they sign up. On the 5th day \$126.42 will be charged to their cc for the membership. If the customer calls to cancel prior to the 5th day, the \$126.42 will not be charged. They do not have to return the first shipment. If the customer does not cancel the membership prior to the 3rd day, then they can continue for one full year ordering and paying only the \$4.95 regular shipping and handling.</p> <p><u>ONE CLIC UPSELL OF PREMIUM WHITE TRAYS</u> will be offered to the customer once they have entered their cc number. If they accept the offer they are charged nothing that day and it is shipped out 24 hours later to the customer in a separate package. They have a 35 day trial period. On day 35 they are charged \$48.92 and it becomes an auto shipment. If customer cancels prior to the 35 day trial period completion, they are still charged on day 35 for the product. The upsell can be returned for refund as it is covered under 30 Day MBG. The 30 day MBG for the trial product starts the day they are charged.</p> <p><u>Option #2:</u></p> <p><u>VIBRANT SMILE KIT (Main Product) Membership ..</u> \$2.95 processing fee the day they sign up. On the 5th day \$126.42 will be charged to their cc for the membership. If the customer calls to cancel prior to the 5th day, the \$126.42 will not be charged. They do not have to return the first shipment. If the customer does not cancel the membership prior to the 3rd day, then they can continue for one full year ordering and paying only the \$4.95 regular shipping and handling.</p> <p><u>No... ONE CLIC UPSELL</u></p> <p>As of today's date there is <u>no one clic upsell</u> but that will be changing probably in the very near future. We will probably be offering the Premium WhitePro Pen as a One Clic Upsell. To be determined yet when this will start and the details.</p>												
<p>Protocol</p>													

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